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FARMERS' LAW

MINNESOTA EDITION

L.V. KOOS

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UNIV. OF
CALIFORNIA

FARMERS' LAW

MINNESOTA EDITION

LEONARD V. KOOS
Superintendent of Schools, Glencoe. Author of
"Farmers' Law for the Short Course"

Copyright, 1913,
By Webb Publishing Company

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1916
WEBB PUBLISHING CO.
ST. PAUL, MINN.

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PREFATORY NOTE

Two distinct needs have prompted the writing of this little book. The thinking farmers of the state have long been looking for a concise manual of such common and statute law as bears most closely upon them in their every-day affairs. They have desired a little volume that will set before them briefly what they cannot themselves find, having neither the leisure nor access to a legal library. Again, the schools of the state, now rapidly adding agriculture to their curricula, have come to need a brief text in "Farm Law" which may be placed in the hands of the students in the long and short course classes. To more nearly meet these needs an effort has been made to couch the law, as far as possible, in layman's English, to omit all verbiage, and to present only the "bare essentials." Most of us, although frequently reminded that "every man is presumed to know the law," have despaired of any measure of comprehension of its intricacies. Because of the reception given the author's earlier pamphlet on "Farmers' Law for the Short Course" in which the law was largely stripped of its technical terms, he feels that this little book will make the law understandable to those for whom these pages have been prepared.

September 26, 1913. L. V. K.

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FARMERS' LAW

Minnesota Edition

CHAPTER I

LAW IN GENERAL

Law, in its widest sense, is a rule of conduct. For all practical purposes, it may be considered a body of rules of conduct laid down and enforced by the authority of a nation or state. For instance, when we say that it is a Law of Minnesota that "every child between eight and sixteen years of age must attend a public school, or a private school, in each year during the entire time the public schools of the district in which the child resides are in session," we mean that it is a rule of conduct for parents or guardians in Minnesota in the matter of sending such children to school.

Law may be classified as *written* or *unwritten* law. Written law is found in our constitutions and in our statutes. The constitutions are called the "fundamental law of the body politic." This means that the constitution contains the laws of a community with which all other laws must agree and upon which all other laws must be built. The fundamental law for the United States is found in its Constitution, in force since 1789; and all the Acts passed by Congress and by the legislatures of the states must be in harmony with it or they are declared void. The fundamental law for the State of Minnesota is its Constitution, and all the Statutes passed by the State Legislature must

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be in harmony with this Constitution. In this book the name "statute" will be given to those laws passed by the Legislature of the State of Minnesota.

Unwritten law more often goes by the name of common law. In the absence of statute law common law prevails. In most cases it is simply common sense or "right reason" applied to cases not covered by statute law. It is an outgrowth of long-continued custom as found in the decisions of the courts. Most of our law is based upon these unwritten rules of conduct, the greatest part of which have come down to us from England, although changes have found a place from time to time in the courts in different communities in this country.

In our study of these rules of conduct for citizens in Minnesota, we shall naturally deal largely with common law and the Minnesota Statutes.

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CHAPTER II

CONTRACTS

DEFINITION

Whenever a person buys or sells, whenever he makes any kind of bargain or agreement, he makes a contract. In brief, whenever for a sufficient consideration a person agrees to do or not to do some particular thing, he is said to make a contract.

CLASSES OF CONTRACTS

In entering into the agreement one may do so by word of mouth, when it is called an *oral* contract, or one may put it into writing or printing. In the latter case it is, of course, a *written* contract.

Contracts are also *express* or *implied.* If all the terms of the contract are spoken or put in writing, it is an express contract. If some of the terms are not spoken or written but are understood from the circumstances, it is an implied contract. For instance, if I say to the grocer, "Deliver a hundred-pound sack of flour at my house and I will pay you three dollars for it tomorrow," I make an express contract. If, instead, I merely say to him, "Deliver a hundred-pound sack of flour at my house," it is implied that I will pay the market price for it and that it is to be merchantable flour. A large porportion of the smaller contracts in daily business activities are implied.

CONSIDERATION

To make a contract that may be enforced there must

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be a consideration,—the cause, price, or thing which induces the carrying out of the contract. An agreement to make outright gift is not a contract. The consideration is not always the transfer of money. It may be any benefit to the promisor or loss or detriment to the other party to the contract, or promisee.

WHO MAY NOT MAKE CONTRACTS

Minors are incompetent to make contracts except for necessities, such as food, clothing, medical attendance, etc. Contracts made by a minor are voidable by the minor when he reaches his majority. Idiots, lunatics, and drunken persons can not make valid contracts, except that a drunkard may ratify after he becomes sober a contract made while he was intoxicated. In Minnesota married women have the same right to make contracts as their husbands.

SUBJECT MATTER OF CONTRACTS

The subject matter of a contract may be anything lawful. Any contract to do anything unlawful is illegal and void. For instance, contracts to bribe a jury, bets or wagers, or contracts in which fraud enters are illegal.

STATUTE OF FRAUDS

The following classes of contracts, according to the Statute of Frauds, must be in writing:

(1) Leases of land for a year or more.

(2) Contracts for the sale of land for a year or more. This includes deeds, mortgages, etc.

(3) Every agreement that by its terms is not to be performed within one year from the date of making it.

(4) Promises to answer for the debt of another person.

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(5) Contracts for the sale of personal property where fifty dollars or more is involved. Where some part of the property is delivered, where some part of the purchase price is paid to "bind the bargain," or where goods are sold at an auction at which proper entry is made in the salesbook, contracts under the last class do not come under the Statute of Frauds and, therefore, need not be in writing.

With either oral or written contracts it is essential that the intention of both parties be clear. Especially when one is making a contract in writing should the meaning be made clear, for, in the courts, one will not be permitted to change by oral testimony the terms of a written contract.

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CHAPTER III

ACQUIRING THE FARM

GENERAL

When a person makes the purchase of any piece of real estate, such as a farm, he is said to acquire *title* to it. Title to a farm is evidence which that person has of the right to the possession of the farm. The conveyance of the title to the farm from the owner, or grantor, to the purchaser, or grantee, is made by an instrument called a *deed*. This deed, since it is concerned with the transfer of real estate and therefore comes under the Statute of Frauds, must be in writing. In Minnesota, deeds are required to be signed before two witnesses, acknowledged before an officer authorized to administer an oath, and recorded in the office of the register of deeds of the county in which the land is situated.

KINDS OF DEEDS

The three kinds of deeds of which a citizen of Minnesota should have knowledge are the warranty, the quitclaim, and the mortgage deeds. The last named will be dealt with in the separate chapter on mortgages.

THE WARRANTY DEED

The warranty deed is the common form for the conveyance of real estate. In addition to granting the land, it contains warrants or covenants as to the title. The Minnesota Statute makes possible the use of the following form of

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Warranty Deed

A. B., grantor, of (here insert place of residence), for and in consideration of (here insert the consideration) conveys and warrants to C. D., grantee, of (here insert place of residence), the following described real estate in the county of..... in the State of Minnesota: (here insert the description of the premises).

Dated this.....day of.....19.....

Signature.....

Attention is called to the words "conveys and warrants" in the above form. The description mentioned refers to surveys, maps, distances, or boundaries.

THE COVENANTS

The same statute provides that when this form is used it is to be understood that the grantor makes the following covenants with or promises to the grantee:

Covenant (1): "that he is lawfully seized of the premises in fee simple and has good right to convey same." This is called the covenant of seizin. It is simply a warranty that the owner has possession of the property described in the deed and that he has the right to convey it.

Covenant (2): "that the premises are free from all incumbrances." This covenant pledges that there are no outstanding rights in other persons. This covenant is broken by outstanding mortgages, unpaid taxes, mechanics' liens, and judgments docketed in the office of the clerk of court of the county where the land is situated within ten years prior to the date of the conveyance.

Covenant (3): "that he warrants to the grantee and his heirs and assigns the quiet and peaceable possession of the premises." The covenant of "quiet and peaceable possession" is a promise that the grantee, his heirs, or others who

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[redacted] That the Grantor George E. Parsons, unmarried,

residing in the City of Glencoe County of McLeod and State of Minnesota for and in consideration of the sum of Fourteen Thousand DOLLARS, to him in hand paid, does hereby Convey and Warrant to John T. Tomlinson of Glencoe of the County of McLeod and State of Minnesota

as Grantee the following described Real Estate, viz: The Northwest quarter of Section Sixteen(16) Township One Hundred Sixteen(116) North, Range Thirty(30) West of the Fourth Principal Meridian, according to the United States Government Survey, containing one hundred sixty acres more or less

situate in the County of McLeod and State of Minnesota.

Dated at Glencoe this 22nd day of September A. D. 191 3

Signed, Sealed and Delivered in Presence of

C C Curran

F. E. Le Mere

George E Parsons (Seal)

(Seal)

(Seal)

(Seal)

State of Minnesota,
County of McLeod } ss.

On this 22nd. day of September A. D. 191 3, before me, a Notary Public within and for said County, personally appeared George E. Parsons, unmarried,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

A. L. Ebert
Notary Public
My Commission Expires 1915

FIG. 1. WARRANTY DEED. (Short Form.)

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claim title through him shall not be legally disturbed in their quiet and peaceable possession of the premises by the grantor or his heirs.

Covenant (4): that he will defend the title to the property "against all persons who may lawfully claim same." If any lawful claim is made by a third party as to the title of the grantee to the property, by the fourth covenant the grantor pledges compensation for the loss sustained by the failure of title up to the amount of the purchase price and interest.

It is rather common practice to include these covenants in the form of deed.

The signature is that of the grantor. The grantee does not sign. The conveyance of the farm is completed when the deed has been delivered by the grantor. Before accepting the deed the grantee should make sure that the title is perfect in the grantor and that the deed is properly executed. A grantee who personally accepts a deed is presumed to know its contents. Nor can the grantor have a deed set aside because he failed to read it. Any material change made in the deed by either party after delivery makes it void. If there is no certainty as to the property described in the deed it is void.

A husband and wife may, by a deed in which both join, convey real estate belonging to either. Except the homestead, either, by a separate deed, may dispose of the real estate belonging to him or her, subject to the rights of the other. (Note. The homestead in rural districts,—that is, outside the limits of a city or village—includes the house actually occupied by the owner as a dwelling and not more than eighty acres of land. Such a homestead is exempt from seizure or sale except for debts

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incurred for work or materials furnished in the building, repair, or improvement of the same, or for services of laborers or servants.)

QUITCLAIM DEED

A quitclaim deed is one which grants merely the interest the grantor has. The Minnesota Statute makes possible the use of the following form for a

Quitclaim Deed

A. B., grantor, of (here insert place of residence), for the consideration of (here insert the consideration), conveys and quitclaims to C. D., grantee, of (here insert place of residence), all interest in the following described real estate in the county of.....in the State of Minnesota: (here describe the premises.)

Dated this.....day of.....19.....

Signature.....

If the words "conveys and quitclaims" of this form are contrasted with the words "conveys and warrants" in the form for warranty deed the essential difference between the two kinds of deeds will be seen. The quitclaim deed warrants nothing and the statute contains no covenants that are understood to be binding upon the grantor. The quitclaim deed does not even assert that the grantor has any title to the premises described. In transfers of real estate this form is used merely to extinguish possible outstanding titles, for example, claims of heirs, for real estate for which a grantor or grantee is desirous of obtaining or giving a warranty deed or for the sake of peace. In buying a farm the purchaser should not accept a quitclaim deed without consulting a competent attorney.

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[redacted] That the Grantor George E. Parsons, unmarried,

residing in the City of Glencoe County of McLeod and State of Minnesota for and in consideration of the sum of One DOLLAR to him in hand paid, does hereby Convey, Release and Quit-Claim to John T. Tomlinson of Glencoe of the County of McLeod and State of Minnesota

as Grantee all his interest in and to the following described real estate, viz: The Northwest quarter of Section Sixteen(16) Township One Hundred Sixteen(116) North, Range Thirty(30) West of the Fourth Principal Meridian according to the United States Government Survey, containing one hundred sixty acres more or less

situate in the County of McLeod and State of Minnesota.

Dated at Glencoe this 22nd. day of September A. D. 1913.

Signed, Sealed and Delivered in Presence of

C. C. Curran

F. E. LeMere

George E. Parsons (SEAL)

State of Minnesota, County of McLeod ss.

On this 22nd. day of September A. D. 1913, before me, a Notary Public within and for said County, personally appeared George E. Parsons, unmarried,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

A. L. Albert
Notary Public
My Commission Expires 1915

FIG. 2. QUITCLAIM DEED. (Short Form.)

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ACQUIRING THE FARM UNDER AN INSTALLMENT CONTRACT

Frequently purchases of farms or other real estate are made where the purchaser has a comparatively small amount of ready money. He may desire to make part payment yearly or at other regular intervals of time. In such a case, if the owner of the farm is willing, an installment contract is entered into, which describes the tract of land, contains the agreement to purchase, the dates of the payments and their amounts, and a pledge on the part of the owner to deliver the deed when all the requirements made of the purchaser in the contract have been met. Both parties to the agreement are required to sign such a contract. Of course, the title to the farm remains with the owner until full payment has been made.

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CHAPTER IV

MORTGAGES

FARM MORTGAGES

Often the owner of a farm wishes to borrow money and offers the farm as security for the loan. This he does by giving a *mortgage* on the farm. The borrower here is the *mortgagor*, while the party making the loan is the *mortgagee*. An illustration of this use is where a person buying a farm has not enough money to cover the full purchase price of the farm and borrows the remainder in order to make full payment. He gives a mortgage on the farm for the amount borrowed.

WHAT THE MORTGAGE CONTAINS

A mortgage on real estate is a form of deed, and in our state is quite commonly called a "mortgage deed." As a deed it is a conveyance of title to land but differs from other deeds in that it contains a provision that it shall be void and of no effect if the mortgagor pays the money at the time stated in the mortgage. This provision is known as the defeasance clause and may usually be recognized in the mortgage deed by its beginning,—"provided, always," or "provided, nevertheless." Covenants similar to those described under the warranty deed are made by the mortgagor; namely, (1) that he is in lawful possession of the premises, (2) that he has good right to convey the same, (3) that they are free from all incumbrances, and (4) that he warrants the title against all lawful claims.

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[redacted] Made this 25th day of September in the year of our Lord one thousand nine hundred and thirteen between Orlin F. Miller and Helen N. Miller his wife of the County of McLeod and State of Minnesota parties of the first part, and John T. Tomlinson of the County of McLeod and State of Minnesota part y of the second part,

WITNESSETH. That the said parties of the first part, for and in consideration of the sum of Six Hundred DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey to the said party of the second part, his heirs and assigns, Forever. all that tract or parcel of land lying and being in the County of McLeod and State of Minnesota, described as follows, to-wit:

The Northwest quarter of Section Sixteen(16) Township One Hundred Sixteen(116) North, Range Thirty(30) West of the Fourth Principal Meridian according to the United States Government Survey and containing one hundred sixty acres of land more or less

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said party of the second part, his heirs and assigns, FOREVER. And the said Orlin F. Miller and Helen N. Miller his wife

part ies of the first part, do covenant with the said party of the second part, his heirs and assigns, as follows: First, that they are lawfully seized of said premises; Second, that they have good right to convey the same; Third, that the same are free from all encumbrances except a mortgage executed to John Jones for Twelve Hundred and no/100 Dollars

and Fourth, that the said party of the second part, his heirs and assigns, shall quietly enjoy and possess the same; and that the said parties of the first part will Warrant and Defend the title to the same against all lawful claims.

FIG. 3. MORTGAGE DEED. (First Page.)

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PROVIDED, NEVERTHELESS, That if the said _____ *parties of the first part,* their *heirs, executors or administrators, shall well and truly pay, or cause to be paid, to the said party of the second part,* his *heirs, executors, administrators or assigns, the sum of* Six Hundred *Dollars, and interest, according to the conditions of* One promissory note for Six Hundred Dollars bearing eight per cent interest annually and due September 25th., 1916

bearing even date herewith, and also to pay all taxes which now are, or may be hereafter assessed on said premises as they shall become due, then this deed to be null and void. But if default shall be made in the payment of said sum of money, or the interest, or the taxes, or any part thereof, at the time and in the manner hereinbefore or hereinafter specified for the payment thereof, the said parties of the first part, in such case do hereby authorize and fully empower the said party of the second part, his *heirs, executors, administrators or assigns, to sell the said hereby granted premises, and convey the same to the purchaser, in fee simple, agreeably to the statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on said note, and all taxes upon said lands, together with all the costs and charges, and also the sum of* Fifty *Dollars, as Attorney's fees, and pay the overplus, if any, to the said parties of the first part,* their *heirs, executors, administrators or assigns.*

And the said Orlin F. Miller and Helen N. Miller his wife

do further covenant and agree to and with the said party of the second part, his *heirs, executors, administrators and assigns, to pay said sum of money above specified at the time and in the manner above mentioned, together with all the costs and expenses, if any there shall be; and, also, in case of the foreclosure of this Mortgage, the sum of* Fifty *Dollars as Attorney's fees in addition to all sums and costs allowed in that behalf by law, which said sum is hereby acknowledged and declared to be a part of the debt hereby secured, and which shall be assessed and payable as part of said debt, and that he will pay all taxes and assessments of every nature that may be assessed on said premises, or any part thereof, previous to the day appointed by law for the sale of lands for town, city, county or state taxes. And if default be made by the said parties of the first part, in any of the foregoing provisions, it shall be lawful for the said party of the second part,* his *heirs, executors, administrators or assigns, or* his *Attorney, to declare the whole sum above specified to be due and payable.*

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their *hands and affixed* their *seals the day and year first above written.*

Signed, Sealed and Delivered in Presence of

C. C. Curran

F. E. Le Mere

Orlin F. Miller

Helen N. Miller

State of Minnesota,

County of McLeod } ss.

On this 25th. *day of* September *A. D. 1913, before me, a* Notary Public *within and for said County, personally appeared* Orlin F. Miller and Helen N. Miller his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as their *free act and deed.*

A. L. Hilbert

Notary Public

My Commission Expires 1915

FIG. 4. MORTGAGE DEED. (Second Page.)

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SIGNATURE, ACKNOWLEDGMENT, FILING, ETC.

In Minnesota, the mortgage deed is subject to the same regulations as to signature, seal, witnesses, acknowledgment, and record as all other deeds. These requirements have been given in the previous chapter. There is also a tax of fifteen cents for every hundred dollars (or fraction of a hundred dollars) of the mortgage debt for filing the mortgage in the office of the register of deeds of the county in which the land is situated. If the mortgage is to run through more than five years the filing fee is twenty-five cents per hundred dollars of the debt. This is known as the registration tax. In the absence of an agreement this tax must be paid by the mortgagee.

Mortgages are effective in the order of their filing, and, in foreclosing, the second mortgagee gets nothing until the first mortgage is paid in full. For this important reason, second mortgages are not in great demand as compared with first mortgages. This filing is a protection to the mortgagee and is notice to the world that he has a lien on the property of the mortgagor. Mortgages not recorded are of no effect as against any later purchaser in good faith, that is, any person buying the land or accepting a mortgage on it for a valuable consideration and without knowledge of the unrecorded mortgage.

DISCHARGE OF RECORD

When a mortgage debt is paid the mortgage deed is discharged of record by filing in the office of the register of deeds where the mortgage has been recorded a "certificate of satisfaction" which has been acknowledged and signed by the mortgagee or by a memorandum signed by him on the margin of the record. Should the mortgagee fail to discharge the mortgage within ten days after the date of payment of

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the mortgage debt he is liable for all damages due to his neglect.

FORECLOSURE

When the debt which is secured by the mortgage is not paid as agreed, the mortgagee has the right to foreclose. Foreclosure is simply the proceedings by which the premises are sold and the proceeds of the sale are applied to the mortgage debt. If the proceeds of the sale are more than enough to cover the mortgage debt and the costs of foreclosure, the surplus goes to the mortgagor. The sale is made by the sheriff. After the date of the sale the mortgagor has a right to redeem during twelve months by paying the sum for which the property was sold and interest at the rate provided in the mortgage or, if the rate is not fixed in the mortgage, at the rate of six per cent.

CHATTEL MORTGAGES

A *chattel mortgage* is a mortgage on personal property such as crops, live stock, farm machinery, furniture, etc. As in the case of the real estate mortgage, it is a conditional sale of the property to secure a debt and is void upon the payment of the debt. Chattel mortgages, since the first of July, 1913, are filed with the register of deeds of the county in which the property mortgaged is located. The fee for filing is ten cents for each instrument. After payment of the mortgage debt by the mortgagor the mortgagee must satisfy the mortgage by delivering satisfactions to the mortgagor and to the officer with whom the mortgage was filed.

FORECLOSURE OF CHATTEL MORTGAGES

Where the debt is not paid, foreclosure may be made and the property sold. Ten days' notice must be given the

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Know all Men by these Presents, That I Orlin P. Miller
of Glencoe County of McLeod in the
State of Minnesota, for the purpose of securing the payment of Ninety and no/100 Dollars and interest according to the conditions of one promissory note viz

One note, date May 15 19 9 for $ 90.00 due July 15 19 9
One note, date 19 for $ due 19
One note, date 19 for $ due 19
One note, date 19 for $ due 19

do hereby grant, bargain, sell and mortgage unto John T. Tomlinson and his assigns, the following described personal property, now in my possession, owned by me and free from all incumbrance, to-wit:

One roan horse, fourteen hands high, weighing about twelve hundred pounds, known as Dick

PROVIDED, That if the undersigned shall pay the said debt, according to the said note, then this mortgage shall be void. And it is hereby agreed that if default shall be made in the payment of said debt or any part thereof, or if any attempt be made to remove or dispose of said property, or if at any time the said John T. Tomlinson shall deem the said debt unsafe or insecure he is hereby authorized, either by himself or agent, to enter upon the premises where the said property may be and remove and sell the same at public auction, with a notice as provided by law, and without demand or performance, and out of the proceeds retain the amount then owing on said debt, with expenses attending the same, including Ten Dollars attorney's fees, rendering to the undersigned the surplus, after the whole of said debt shall have been paid, with charges aforesaid; and attorney's fees and expenses shall become absolutely due and payable whenever foreclosure hereof is commenced, and the delivery of this mortgage to any party with the intent to have the same foreclosed, shall be understood and construed to be a commencement of foreclosure.

WITNESS my hand and seal this 15th day of May 19 9

In Presence of C. C. Curran Orlin P. Miller [SEAL]
F. E. Le Mere [SEAL]

FIG. 5. CHATTEL MORTGAGE.

mortgagor that the property is to be sold and ten days' posted notice is required. The property may be redeemed before the sale or at any time within two days after the sale, —before the sale, by the payment of the debt and all lawful expense for care of the property; after the sale, by paying to the purchaser the amount for which the property was sold with costs and expenses for keeping during the time allowed for redemption.

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CHAPTER V

LANDLORD AND TENANT

DEFINITIONS

A tenant obtains the use of a farm or other real property by means of a contract known as a *lease*. The owner of the farm in such a case is called the *landlord*, or *lessor*, and the tenant is referred to as the *lessee*. The consideration paid for the use of the land is *rent*.

ORAL AND WRITTEN LEASES

Leases ending within one year from the date of the contract need not be in writing, although, under most circumstances, it is best for them to be so. But leases for more than a year must be in writing; if unwritten, they are void under the Statute of Frauds. By being void is meant that they are not only non-enforceable but are of no effect. A written note or memorandum will pass for a written lease if it describes the land with reasonable certainty, contains the names of both the lessor and the lessee, the rental agreed upon, and is signed by the lessor. It is always safest for both parties, however, if a full formal lease covering all the agreement is drawn up and properly executed.

COVENANTS OF LANDLORD AND TENANT

In the lease both the landlord and tenant enter into pledges, or covenants, express or implied. The implied covenants hold the parties whether or not they are mentioned. The landlord impliedly pledges quiet enjoyment

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[redacted] Made this 3rd day of October 1913

by and between Herbert K. Hanson

party of the first part, Lessor , and Edwin N. Williams

of the Township of Lynn County of McLeod State of Minnesota,

party of the second part, Lessee,

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Demise, Lease and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises, situated in the County of McLeod *and State of Minnesota, viz:* The Northwest quarter *in Section Number* 16 *Township Number* 116 *Range Number* 30 W. *Containing* 160 *Acres, be the same more or less, of which described premises the second party hereby agrees to plow and put into crops not less than* one hundred ten *acres each year during the continuance of this Lease.*

To Have and to Hold, *The above rented premises, unto the said second party,* his *heirs and assigns, subject to the conditions and limitations hereinafter mentioned, for and during the full term of* three *years from and after the* first *day of* March *1913, the term of this Lease ending the* first *day of* March *1916*

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the term of this Lease, the sum of Three Hundred Fifty *Dollars, on the* 1st. *day of* December *1913* and an equal sum on the 1st. day of December, 1914 and 1915 at the First National Bank of Hutchinson

and in addition to such amount $ 3 *per acre for each and every acre cultivated on above described premises in excess of* one hundred ten *acres,*

and the said second party further agrees that in addition to the rent before specified he *will also pay all taxes that may be assessed against said premises for the year s 1914, 1915 and 1916 and pay the same before the same become delinquent.*

And it is Further Agreed, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to him *of $* 2.00 *per acre for each acre of said premises newly plowed by said second party at the time said possession is demanded; if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to* him *in a sealed envelope, duly stamped and directed to* him *at* Hutchinson *which is hereby declared by* him *to be* his *usual Post-office address.*

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that he *will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.*

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

To secure the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby expressly mortgage unto said first party all crops growing or grown on said premises during the term of this lease, and does hereby expressly authorize and fully empower said first party in the case of any default on the part of said second party in paying said rent or in performing any of the covenants in this lease, to seize and take possession of said mortgaged property at once, and sell the same at public auction, with notice as provided by law, and out of the proceeds of said sale, to pay and discharge all rents, damages and expenses which may at the time be due and incurred, and pay over to said second party the surplus money arising from such sale.

FIG. 6. BODY OF A CASH RENT FARM LEASE.
(With Chattel Mortgage Clause.)

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In Testimony Whereof, Both parties have hereunto set their hands and seals the day and year hereinbefore written.

Signed, Sealed and Delivered in Presence of

F. E. Le Mere

A. N. Allison

Herbert K. Hanson Seal

Edwin N. Williams Seal

Seal

Seal

State of Minnesota,

County of McLeod } ss.

On this 3rd. *day of* October *A. D. 1913., before me, a* Notary Public *within and for said County, personally appeared* Herbert K. Hanson and Edwin N. Williams

to me known to be the person s *described in and who executed the foregoing instrument, and acknowledged that* t *he* y *executed the same as* their *free act and deed.*

A. L. Abert

Notary Public

My Commission Expires 1915

FIG. 7. CASH RENT FARM LEASE. (Signature and Acknowledgment.)

and the payment of taxes assessed against the property; the tenant, that he will pay the rent specified and will make tenant-like repairs. Contrary to general belief the landlord is not under obligation to keep the property in repair unless the lease so provides. Where the lease is silent, the tenant is bound to repair all ordinary breakage and to keep the premises "wind and water tight." But, by statute, the lessee is not liable for rent where, without fault or neglect on his part, the buildings are destroyed or so injured by the elements or other cause as to be unfit for occupancy, unless the contract expressly so states. In the lease of a farm the

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This Agreement, *Made this* 3rd. *day of* October *A. D. 19* 13, *by and between* Edwin N. Williams of the Township of Lynn, County of McLeod and State of Minnesota

party of the first part, and Herbert K. Hanson of the City of Hutchinson, County of McLeod and State of Minnesota

owner of the real estate hereinafter described, party of the second part

*Witnesseth, That the party of the first part hereby agrees to and with the party of the second part, for the consideration hereinafter named, to well and faithfully till and farm during the season of farming in the year 19*14 *commencing* March 1st., 1914, *and ending* March 1st., 1915, *in a good and husband-like manner, and according to the usual course of husbandry, the following described premises and real estate situate in the County of* McLeod *and State of Minnesota, viz.,* The Northwest quarter of Section 16 in Township 116 North, Range 30 West of the Fourth Principal Meridian

And the said party of the first part hereby further agrees to sow and plant the said land in such crops as the party of the second part may direct, but said second party is to furnish all seeds necessary to sow and plant said land, and is to pay one third *of the threshing machine bill for threshing the grain*

The party of the first also agrees to furnish, at his own cost and expense, all proper and convenient tools, teams, utensils, farm implements and machinery (excepting as hereinafter otherwise provided) to carry on and cultivate said farm during said season, and to furnish and provide all proper assistance and hired help in and about the cultivation and management of said farm, and to farm and cultivate the said lands to the best advantage and according to his best skill and judgment, and to maintain and keep up the fences so as to protect said crops from injury and waste, but second party is to furnish material; and to watch, care for and protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done, and to crop and cultivate said lands, and harvest, thresh and secure the crops grown thereon in a farmer-like style and in the best possible manner during said season, and after taking off the crops to plow immediately in a good and proper manner so much and such parts of said farm suitable for a succeeding crop as shall be plowed at the time the party of the first part takes possession thereof, and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm, but said second party is to furnish material; and generally do and perform all proper and ordinary work, labor, care and skill requisite, usual or necessary to work and crop said premises in a proper manner and style and to the best interests of the party of the second part; and further agrees not to remove any straw or manure from said farm, but to haul out and spread on said premises all manure made thereon, and not to sell or remove or suffer to be sold or removed any of the produce of said farm or premises, or the stock, increase, income or the products herein mentioned of any kind, character or description, until the division thereof, without the written consent of the party of the second part; and until such division the title and possession of all hay, grain, crops, produce, stock, increase, income and products raised, grown or produced on said premises shall be and remain in the party of the second part, and said party of the second part has a right to take and hold enough of the crops, stock, increase, income and products that would on the division of the same belong to said party of the first part, to repay any and all advances made to him by party of the second part and interest thereon at 8 1/2 per cent per annum, and also to pay all indebtedness due said party of the second part by said party of the first part, if any there be. The party of the first part is, also, to work out the road tax on all the said land. It is also agried that in case said party of the first part neglects or fails to perform any of the conditions and terms of this contract on his part to be done and performed, then said party of the second part is hereby authorized and empowered to enter upon said premises and take full and absolute possession of the same, and he may do and perform all things agreed to be done by the party of the first part remaining undone, and to retain or sell sufficient of the crops raised on said premises that would otherwise belong to said first party if he had performed the conditions hereof, to pay and satisfy all costs and expenses of every kind incurred in performing said contract, with interest at ..... per cent per annum, the residue remaining, if any, of said crops, shall belong to the said party of the first part, after all conditions are fulfilled.

In consideration of the faithful and diligent performance of all the stipulations of this contract by the party of the first part, the party of the second part agrees, upon reasonable request thereafter made, to give and deliver on said farm, the two-thirds *of all grains, vegetables* hay and fruit *so raised and secured upon said farm during said season*

FIG. 8. BODY OF FARM LEASE. (With Crop on Shares.)

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In Testimony Whereof, *Both parties have hereunto set their hands and seals the day and year hereinbefore written.*

Signed, Sealed and Delivered in Presence of

F. E. LeMere

A. M. Allison

Edwin N. Williams (Seal)

Herbert K. Hanson (Seal)

(Seal)

(Seal)

State of Minnesota,
County of McLeod } ss

On this 3rd *day of* October *A. D.* 1913, *before me, a* Notary Public *within and for said County, personally appeared* Edwin N. Williams and Herbert K. Hanson

to me known to be the person s *described in and who executed the foregoing instrument and acknowledged that* they *executed the same as* their *free act and deed.*

H. L. Albert

Notary Public
My Commission Expires 1915

FIG. 9. FARM LEASE WITH CROP ON SHARES.
(Signature and Acknowledgment.)

lessee also impliedly promises to cultivate it in a husband-like manner.

TENURE OF THE LEASE

A tenant of a farm who plans not to have a lease extended should move from the leased property at the end of the term, for, if a tenant has been in possession under a lease for one or more years and holds over without making a new lease, he may be considered a "tenant from year to year." This means that his term is extended for a year beyond the date of the termination of the lease.

The relation of landlord and tenant may cease (1) by the consent of both parties, (2) by breach of covenant, or (3) by eviction of the tenant. If the lease is oral, an oral agreement to end the relation of landlord and tenant is valid; but if the lease is in writing, an oral surrender is not enough unless the landlord takes actual possession. If the tenant breaks an express or implied covenant the landlord usually has the right of re-entry.

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EVICTION

In Minnesota, when a lessee holds over lands after the termination of the time for which they are leased to him, or contrary to the conditions or covenants of the lease, or after any rent comes due according to the terms of the lease, the person entitled to the premises may obtain possession by an action in court.

RIGHTS OF THE LESSEE TO EMBLEMENTS

When, through some cause not the fault of the lessee, the relation of landlord and tenant ends, the tenant is entitled to emblements. Thus, all grains and other products planted and cultivated by the tenant are his to harvest, if the lease is terminated through some act not his. But if the cause of the termination rests with the tenant, he must suffer the loss of the emblements. Whenever the landlord re-enters the farm he is entitled to the crops.

DIVIDING CROPS UNDER LEASE ON SHARES

Where the lease provides that the tenant shall farm the land on shares and no time is set for dividing the crop, the time for division is taken to be the date when the crop is harvested.

ESTOVERS

A tenant, unless the lease so directs, may not cut the standing timber on the land in order to sell it. He may not dispose of it in any other way. What he cuts must be used on the farm. He is not permitted to cut down live trees for fuel, although he has the right to use all dead standing and fallen timber for this purpose. He may also cut standing timber for purposes of repair.

A statement as to who has the right to manure on a farm that is being worked under a lease is made in the chapter on Farm Products.

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CHAPTER VI

FARM LABORERS

All persons who work for others are classed in law as servants. The relation of the farmer and the laborer he hires is that of master and servant, or employer and employee. The contract is an agreement to perform some general or particular farm service for pay or wages.

Under the Statute of Frauds, if the employment is to be for a year or more, the contract, to be valid, is required to be in writing. For periods of service of less than a year the contract may be an oral agreement. Whether the agreement be oral or written, it is important that there be a very clear understanding between employer and employee as to the obligations of each in the contract.

If the amount of the wages is not definitely agreed upon at the time the laborer enters into the service, he may collect "reasonable" wages. Reasonable wages are those commonly being paid for like services at the time and place where the wages are in question. When a laborer performs services for an employer, it is taken for granted that compensation is to be made.

Where the length of the employment is not fixed by an agreement of employer and employee, either may end the term at any time. Where the employment is for a fixed time, the laborer is bound to serve during such time, except for cause such as sickness, other physical inability, or failure of the employer to carry out his part of the contract. The employer, on his part, is bound to provide the employee

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with work for all the time pledged in the contract, and he can not plead that he has no work for the employee. Where the employee remains idle under such a contract, the employer is liable to make compensation according to the terms of the contract. A laborer who is discharged by his employer, even for sufficient cause, has a right to his wages until the time of dismissal. But, if he quits work before his time is up or before the work contracted to be done is completed, without good excuse, he is entitled to no pay.

The employer has a right to discharge a laborer for any good cause. Some good grounds for discharge are: refusal to obey a reasonable order, habitual drunkenness, insolence toward employer, absence for a day without permission during a season when his labor is greatly needed, criminal offences, etc. On the other hand, an employee may quit the service of his employer for, among others, the following reasons: where the lodging furnished by the employer is uncleanly or the food unwholesome, if the employer is cruel toward his servant, if he requires the servant to work beyond necessary care of livestock on Sundays, and if the hours of labor are unreasonable. In reviewing these grievances it is well to recall that farm laborers in Minnesota do not come under the statute making ten hours a day's work for hire.

In Minnesota, payment to a minor of wages is valid payment unless the parent or guardian notifies the employer to the contrary. A minor is any male person under twenty-one years of age and any female under eighteen.

It is a well established principle of common law that a man must manage his own affairs so as not to injure others. This principle applies whether a man acts in person or through an agent. An employer is thus made responsible for injury done through the negligence of his servant while about the performance of duties for which he is hired.

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CHAPTER VII

FARM PRODUCTS

Trees and other natural products are considered real property until they are detached from the earth as separate things. Detached, they are personal property. For instance, standing timber is considered real estate, but when cut into cordwood it becomes personal property. When we consider crops, however, we find them divided into two classes: those that grow without special cultivation and those that return the labor and expense put upon them strictly within the year. The latter are known as *emblements*. Grasses, both wild and tame, growing from year to year, and fruit growing on trees or bushes are examples of the former, while corn, wheat, oats, and vegetables are examples of emblements. Emblements are held in law as personal property even before they are severed from the soil and are, of course, personal property after being detached, while the others are real property until detached, when they become personal property. Under modern methods of fruit growing, orchards are cultivated and fertilized, thus increasing the yield by yearly labor. But this does not place the yield in the class of chattels before the yield is severed from the trees or bushes.

The reason for using space here for making the above classes will be seen from the following applications. Contracts for transfers of real estate are void if not written. Therefore, for instance, an oral contract for the sale of wild grass on uncultivated land or of fruit on trees in an

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orchard is of no effect. Such contracts must be in writing. But contracts for emblements are merely sales of chattels and are valid if oral and to be performed within the year. If, however, the owner is to cut the grass or pick the fruit, the sale will not be completed until these crops are severed. When severed they are no longer part of the real estate, and the contract becomes valid. Another interesting application frequently made use of grows out of these distinctions. The theft of a part of the real estate is in reality *trespass.* Theft of personal property is *larceny.* But, in the act of severing the crops from the soil, the thief converts real into personal property and, for carrying away this personal property, he may be charged with larceny.

MANURE

Manure is usually considered real property and, in a transfer of a farm by deed or otherwise, is treated as a part of the farm. Manure produced on a leased farm is the property, not of the tenant, but of the farm owner. A tenant would not, therefore, be acting within his right if he sold the manure. One might easily imagine, however, a case where the tenant fed a large herd of stock for market with feed that was purchased and not raised on the farm occupied by the tenant, that is, where the farm could not produce enough feed for so much stock. In such a case one would be correct in assuming that to the tenant would belong the additional manure.

LEVY UPON GRAIN

A levy may be made upon growing grain or grass, but no sale shall be made under such a levy until the grain or grass is ripe or fit to be harvested. But provisions for the debtor and his family for one year, either provided or grow-

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ing, and necessary seed for actual personal use for one season not to exceed one hundred bushels each of wheat, barley, potatoes, and oats, and ten bushels of corn may not be taken by the owner's creditors.

DAMAGE TO CROPS

A farmer may recover the value of crops damaged or destroyed by the neglect of another person. If this damage is due to the servant or agent of that other person or of a corporation, it is just as if the destruction had been caused by the employer. A common example of this is the burning of grain in the shock or stack caused by sparks from a railroad engine. By statute in Minnesota, the fact that the fire was so scattered is considered prima facie evidence of neglect.

SEED GRAIN CONTRACTS

Crops are often subject to a chattel mortgage given when the seed grain is purchased. To secure the loan or purchase of seed grain, where the farmer has not the ready money to pay for the same, it is rather common for the buyer to give the lender or seller a note of contract that contains a statement of the amount and kind of seed and the other terms of the agreement. The instrument is then filed with the register of deeds of the county in which the crop to be grown is located, as in the case of any chattel mortgage. The mortgagee then has a legal claim upon the crop grown from the seed according to the terms of the agreement. This lien extends through one year from the date of filing the contract and precedes all other liens upon the crop.

THRESHER'S LIEN

Any person owning and operating a threshing machine has a lien upon grain threshed for the price of the work of

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threshing it. Such a legal claim precedes all other liens except for the seed from which the grain was grown. In order to have such a lien, the thresher should file with the town clerk a sworn statement of the amount and kinds of grain threshed and the date of the work with the rate per bushel, total charge, amounts paid thereon, if any, and the balance due, as well as the name of the owner and the person who requested the work to be done. This filing must be done within ten days after the threshing is completed. An action to foreclose the lien must be begun within six months of the date of the filing. As much grain is seized as will pay the amount of the claim and cost of seizure and sale.

DAIRY PRODUCTS

Persons selling milk or cream in any village or city, except for the purpose of supplying a butter or cheese factory, must secure a license from the State Dairy and Food Commissioner. The license fee is one dollar for each vehicle or place from which the sale of milk or cream is made. These licenses expire May 1. But persons keeping not more than three cows and selling no milk or cream except from those three cows need not secure a license.

No preservatives like borax, boric acid, salicylic acid, or formaldehyde may be used in milk, butter, or cheese. The fine for each offense of this kind is not less than $15 and not more than $25.

No person is permitted to sell unwholesome or adulterated milk or cream. Within the meaning of the law unwholesome or adulterated milk is such as has been drawn from cows kept in filthy or unsanitary places, or from unclean or diseased cows, or from cows fed upon garbage or decayed substances in any form. Cream taken from milk of this kind is considered unwholesome or adulterated.

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Furthermore, milk containing more than 87 per cent of water, or less than 3¼ per cent of butterfat, and cream containing less than 20 per cent of butterfat are considered adulterated.

Statute provides that milk and cream purchased for manufacturing butter or cheese must be paid for by weight and upon the basis of its content of butterfat. The Babcock test must be used for finding the per cent of butterfat.

UNFAIR DISCRIMINATION IN PRICES PAID FOR DAIRY PRODUCTS

Persons or firms engaged in the business of buying milk, cream or butterfat for the purpose of manufacture are forbidden to pay higher prices in one locality than another. Of course, in comparing prices that may come under the application of this law, due allowance must be made for any real differences in the cost of carrying from the place of purchase to the place of manufacture. The penalty for breaking the law is a fine of not more than $500 or imprisonment in the county jail for not more than six months.

THE "65 MILE" LAW

A recent piece of legislation is the "65 mile" law, which forbids the shipment of cream for a distance of more than 65 miles unless the shipment is made in a refrigerator car or unless the cream has been effectively pasteurized. For offences under this law agents and railroad companies are made punishable by fines of from $15 to $75.

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CHAPTER VIII

NURSERY STOCK

INSPECTION OF NURSERY STOCK

A much-needed law on inspection of nursery stock was passed by the State Legislature at its 1913 session. This law makes the state entomologist also the state inspector of nurseries and gives him free access to all fields, packing grounds, buildings, cellars, and other places in order to carry out its provisions. Under this act all nursery men and all others having nursery stock in charge are required to make application for inspection on or before May 1 of each year. The inspection is done between May 1 and September 30. Certificates are issued to all nurseries where the stock is found free from injurious insects or contagious diseases. A fee of five dollars must be paid by the applicant before the certificate is issued.

INFESTED NURSERY STOCK

Should the inspector, in carrying out the duties of his office, find a dangerous insect pest or plant disease, he may inform the owner in writing by what means it can be eradicated. Should he find the stock so badly infested that treatment will not be effective, he may order the owner to destroy the stock. If his orders are not obeyed, the state inspector shall order the work done and if the costs of the work are not paid within sixty days, they may be collected by the county attorney in civil action.

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SHIPMENT WITHIN THE STATE

All shipments of nursery stock from any point in the state to other points within the state must be accompanied by certificates of inspection on each package. Railroad and express companies are forbidden to take stock for shipment that is not so tagged.

NURSERY STOCK FROM OUTSIDE THE STATE

All nursery stock brought into the state must be accompanied by a certificate from the inspector or other proper official of the state from which it comes. The certificate must state that the stock is free from pests and diseases. Certificates of firms in other states must be on file with the Minnesota inspector before such firms are permitted to ship into the state for distribution or sale. Foreign grown stock imported into Minnesota under the Federal quarantine law is to be inspected at the point of its destination. Such stock may not be opened unless the inspector is present. He is to be notified at least forty-eight hours in advance of the opening of the package so that he may be present.

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CHAPTER IX

THE SEED LAW

THE LAW IN GENERAL

During its 1913 session the State Legislature passed an "Agricultural Seed Law" which promises to be of great importance and value to farmers. This law makes for compulsory labeling, free testing, and state inspection of seed. It provides, also, what many otherwise good laws fail to do, for its own enforcement and for penalties for its violation.

WHAT SEED THE LAW INCLUDES

The law is intended to include "red clover, white clover, alsike clover, alfalfa, Kentucky bluegrass, timothy, brome grass, orchard grass, redtop, meadow fescue, oat grass, rye grass and other grasses and forage plants, corn, flax, rape, wheat, oats, barley, rye, buckwheat and other cereals," and these only when they are "sold or offered or exposed for sale, or had in possession with intent to sell within the state for purposes of seeding."

LABELING

If the above seeds are in lots of one pound or more, they must be labeled. According to the statute the label must be in writing or in printing which must be as large at least as "EIGHT POINT HEAVY GOTHIC CAPITALS." The writing or printing must be in English. The label must give:

(1) The commonly used name of the seed. If a variety name is used, it must be the correct one.

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(2) The percentage of germination of the seed, that is, the percentage of the seed that will start to grow. As different samples of the same seed do not germinate with exactly the same percentage, only the approximate percentage needs to be on the label. The date of the test for germination must also be given.

(3) The percentage by weight of the seed of quack grass, Canada thistle, perennial sow thistle, and dodder, if any, contained in the seed. The percentage here also needs only to be approximate.

(4) The approximate percentage by weight of pure seed.

(5) The place where the seed was grown. If it was grown in the state, the label should contain the words "grown in Minnesota," except that the label for corn should contain the name of the county where grown. If the seed is brought in from outside the state, the label should tell from what state or country.

(6) The full name and address of the person selling or offering the seed for sale.

EXCEPTIONS AS TO LABELING

Persons selling seed that is to be cleaned before it is offered for sale for use as seed are excused from attaching a label as above described if they have marked on the outside of the container "not cleaned seed." Also, if such seed is to be shipped outside the state, it needs only to be marked "not cleaned." Lawn grass mixtures are excepted from the parts of the label given under (1) and (5) above.

PENALTIES FOR VIOLATING THE LAW

Those who violate any of the provisions of the law are guilty of a misdemeanor and when convicted will be fined

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for the first offense not less than $10 and costs nor more than $100 and costs. For a second or later offense the penalty is not less than $100 and costs nor more than $500 and costs.

TESTING AND INSPECTING SEED

The Agricultural Experiment Station at St. Anthony Park has full charge of inspecting, examining, and testing seeds sold or offered for sale in the state. For this work the Station or its agents are given free access to the seed at all reasonable hours whether on the premises or elsewhere. To make proper tests these agents may take samples of seeds by offering payment for them.

Any citizen of Minnesota may have samples of seed tested and analyzed free of charge by sending them to the Agricultural Experiment Station at St. Anthony Park and paying transportation charges. The authorities at the Station have made some rules for the regulation of testing and analyzing work which all senders will do well to follow. The most important are here given:

(1) Samples should be sent by mail.

(2) State whether purity or germination test or both are wanted.

(3) Samples of small seeds, such as grasses, should weigh from one to two ounces.

(4) Samples of large seed, such as grains, should weigh from two to four ounces.

(5) With every sample should be included the following:

(a) Name and address of the sender.

(b) A number on each package when more than one sample is sent.

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(c) If the seed is home grown it should be so stated.

(d) If the seed was purchased, the name of the person of firm from whom purchased.

(6) The reports of the tests are for private information and can not be used for advertising purposes.

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CHAPTER X

WEEDS

Under the Laws of Minnesota each of the following plants has been declared noxious and a common nuisance: (1) wild mustard, (2) wild oats, (3) cocklebur, (4) burdock, (5) tumble mustard, (6) Canada thistle, (7) oxeye daisy, (8) quack grass, (9) French weed, (10) Russian thistle. Persons owning, occupying, or controlling land are forbidden to permit the first eight plants in this list to go to seed on that land. Furthermore, Canada thistle, oxeye daisy, and quack grass may not for two successive years be allowed to reproduce themselves by crowns, underground stems, or buds. French weed is to be prevented from producing seed for more than four successive years and Russian thistle must be kept from growing at all. In addition, any owner, occupant, or person controlling lands is forbidden to permit these weeds and a list of others, including white daisy, snap dragon or toad flax, sow thistle, sour dock, yellow dock, or other weeds or grasses, to grow on the half of the highway abutting on those lands.

The method of enforcing this law is provided as follows: Upon written complaint to the chairman of the town board he must at once inspect the premises complained of. If he finds the complaint well-founded, he has written notice served upon the person permitting the weeds to grow, directing him to carry out the requirements of the law within sixty days. If the notice is not obeyed within this time, the overseer of the roads must immediately destroy

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the weeds, make report of the work to the town clerk, with an itemized account of his services in so doing. The account shall include two dollars per day for the time of his necessary employment. Wages for men and teams to do the work may be allowed at the rates paid for labor upon roads. The town is to pay the bill from its road funds, and, if the sum is not paid by the owner or occupant before October 1, the county auditor, upon notice of the town clerk, extends the same upon the tax list as an additional tax upon the land. Where noxious weeds are so mixed with the growing crop that the weeds can not be eradicated without serious damage to the crop, a written agreement may be made with the chairman of the town board by the owner or occupant to destroy the weeds in specified parts of the land and to properly treat the remainder when the crop has matured.

Every person or officer failing to carry out the provisions of this statute on weeds as these provisions bear upon him is guilty of a misdemeanor.

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CHAPTER XI

FARM ANIMALS

ESTRAYS

Legally, an *estray* is an animal found wandering free from the care of its owner, who is not known. An animal which has escaped for a brief time only and wandered but a short distance and the owner of which is known can not be considered an estray. No person in Minnesota may take up an estray, except a horse or mule, unless he finds the animal upon lands owned or occupied by himself and in the town where he lives. The owner of an estray must pay all reasonable charges for care and feed where, in his search, he finds the person who has taken up the animal. If the owner of an estray that exceeds five dollars in value remains unknown, the finder is required to give four weeks' published notice of the estray. The notice must contain a brief description of the animal, name and residence of the finder, and the time and place of taking up. If the value is less than five dollars, the finder is required to give posted notice only. Where the estray is less than ten dollars in value and if no claimant causes its return to him, the finder becomes the owner without further procedure; but where the value is ten dollars or more the animal is to be appraised by a justice of the peace. In this case, if no one makes claim or pays all reasonable costs, the justice, at the request of the finder, orders any constable in the county to sell the animal at public auction. After deducting all reasonable charges the officer must deposit the remainder of the money with the

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county treasurer. If money deposited is not claimed within one year, it is paid over to the public school fund.

DISTRAINING

Whenever an owner or occupant of lands finds any beasts doing damage thereon, before returning the animals to their owner or keeper and until damages are fixed, he may keep such animals on his premises or in the public pound. Any person so distraining must give notice to the owner and apply to a justice of the peace to fix the amount of damages. Any time before this appraisal has been made or action is brought to recover the damages caused by animals, the owner may offer the distrainer the amount he claims in damages. If the amount of damages fixed by the appraiser is not paid within twenty-four hours, the animals are to be placed in the public pound by the poundmaster and sold at public auction after three days' posted notice. If there is no public pound the sheriff or any constable shall sell the beasts. The purchaser of any such animals sold for damages must keep them at least two months, during which time the owner may redeem them by paying all costs of keeping and the amount paid for them at the sale with interest at twelve per cent per year.

LIABILITY OF RAILROADS

Every railroad company is required to build and keep upon each side of all roads owned and operated by it "good and substantial fences," except at station and depot grounds and other places which the business of the road or public convenience requires to be open. Where a company does not meet this requirement, it is liable for all domestic animals killed or injured by this negligence.

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DAMAGE CAUSED BY ANIMALS

When horses run away after being left loose or unattended in a public road or street the owner must pay for all damages they cause in running away, as his failure to secure the animals or attend them is considered negligence in him. But if a horse, against all that a driver can do, while being driven along a public road, works damage by running off the road into adjoining property, the owner of the horse need not make good the loss caused by this act. Generally, owners are liable for damage caused by their livestock in trespassing upon fenced lands, but such an owner is not liable where the lands are not inclosed, unless he knowingly drives the animals upon the open land of some other person.

DISEASED ANIMALS

Persons owning or having control of horses afflicted with glanders may not permit such animals to run at large or be driven upon any highway. They are not permitted to dispose of such animals in any way to any other person. It is a gross misdemeanor to import or drive into the state, turn out or suffer to run at large upon highways or lands not enclosed, or to dispose of to others any sheep known to be infected with any contagious disease. The carcasses of all domestic animals known to have died of any disease must be buried at least three feet in the ground or be burned. Such carcasses must not be sold. No animal thus diseased may be permitted to run at large.

The state laws provide for a Live Stock Sanitary Board of five members, which works with the local boards of health to protect the health of domestic animals of the state. This board, as well as the local board of health, which is, in the town, the board of supervisors, has authority

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to quarantine or kill any animal infected with or exposed to any dangerous or infectious disease. Any person who knows or has reason to suspect that such a disease exists in any domestic animal must immediately notify the town board, who will notify the state board.

There is no law in the state compelling the tuberculin testing of cows, although in the minds of many such a law is much to be desired. But some cities have passed ordinances requiring all those who sell milk within the city limits to have their cows so tested.

After the Live Stock Sanitary Board knows that an animal is infected with tuberculosis or glanders it may order such animal shipped for killing at any of the slaughter-houses in the state where there is Federal inspection. These slaughter houses are at South St. Paul, Albert Lea, Mankato, and Fergus Falls. Before being taken from the premises of the owner the animal is appraised by three disinterested men. The appraisal is limited to sixty dollars for a cow and one hundred twenty-five dollars for a horse as maximum amounts, except in case of pure-bred stock, when the highest appraisal that may be made is one hundred fifty dollars. The cost of shipping is paid by the Live Stock Sanitary Board. If after slaughter the animals are found to be free from any contagious or infectious disease, the full amount of appraisal, less the value of the carcass, shall be paid to the owner by the state. If they are found to be afflicted with glanders or tuberculosis, the value of the carcass will be taken from the appraised value and three-fourths of the remainder will be paid to the owner.

ANIMALS BROUGHT INTO THE STATE

For all domestic animals brought into the state for work, feeding, breeding, or dairy purposes, a certificate of health

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must be filed with the Live Stock Sanitary Board. In the case of cattle over six months of age brought into the state for breeding or dairy purposes, the absence of tuberculosis must have been determined by the tuberculin test within thirty days preceding the date of their importation.

HOG CHOLERA SERUM

A 1913 statute declares the hog cholera serum plant at the College of Agriculture the hog cholera serum plant of the State of Minnesota, and provides that the serum there made be sold to any hog owner in the state at one-third of one cent per cubic centimeter and express charges. It further states that if the state plant can not supply the demand by its own manufacture, to do so it may purchase the serum in the open market. The law requires that this serum be used only by veterinarians.

LIEN OF AGISTERS

One who for pay takes cattle, horses, or other domestic animals to pasture on his land is known in law as an *agister*. Besides furnishing the pasturage, an agister is generally liable for negligence and must be ordinarily careful in protecting the animals in his charge. The Minnesota Statute gives the agister a lien upon the animals for pasturing them, although the lien does not exist after he voluntarily gives up the animals before payment.

LIEN FOR SHOEING

Shoers have a lien upon a horse or other animals which they have shod. To have such a lien the shoer, within six months of the date the work was done, must file with the town clerk, village recorder, or city clerk a statement made under oath and a notice of his intention to claim a lien

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upon the animal for his charges for shoeing same. The fee for filing is twenty-five cents. Within six months of the filing he commences suit for recovery of the charges for shoeing. Summons, judgment, and execution follow as in other civil actions of this nature.

LIEN FOR SERVICE OF STALLION, ETC.

The owner of a stallion, jack, bull, ram, or boar kept for public service has a lien upon the young of the animal for the value of the service. To keep the lien the owner must file with the clerk of the town where the female is kept and within six months of the date of the service a sworn statement containing a description of the female, the time and place of service, and the amount due for it. The lien is foreclosed by advertisement and sale as described under the head of chattel mortgages.

CRUELTY TO ANIMALS

Minnesota Statute makes it a misdemeanor for any person to—

(1) "overdrive, overload, torture, cruelly beat, neglect, unjustifiably maim, mutilate, or kill any animal or cruelly work same when unfit for labor, whether belonging to himself or another;

(2) "deprive of necessary food, water, or shelter any animal of which he has charge or control;

(3) "keep cows or other animals in any enclosure without wholesome exercise and change of air;

(4) "feed cows on food which produces impure or unwholesome milk;

(5) "abandon any maimed, sick, infirm, or disabled animal to die in any public place;

(6) "allow any such animal to lie in the street, road, or other public place for more than three hours after notice."

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Cutting the bony part of a horse's tail for the purpose of docking it is punishable by fine and imprisonment. Permitting any clipped animal to stand unblanketed in any unsheltered place between November 1 and May 1 and within sixty days after such clipping, is made a misdemeanor. Poisoning or trying to poison any animal either one's own or the property of another may be punished by fine or imprisonment or both. A sheriff, constable, village marshal, police officer, or any officer of any society for the prevention of cruelty may remove and care for any horse or other animal found exposed or remaining more than an hour without attention in bad weather, or not properly fed and watered. When necessary the officer may deliver the animal to another person to be properly cared for, notifying the owner, if known, at once of what is done. The officer or the person in possession will have a lien upon the animal for its care and the reasonable value of its food and drink.

DOGS

Dogs are considered personal property. The owner or keeper of any dog which kills, wounds, or worries any domestic animal is liable to the owner of the animal for its value, and any person who keeps or harbors such a dog, after having received notice of the fact of its acts, is required to pay a fine of five dollars for each day he permits such a dog to remain on his premises. Any person may kill without notice to the owner a dog which he finds worrying or injuring sheep, and a sheep owner may kill any dog found on the premises where he keeps sheep, if the dog is not under the control of its owner or some other person. A dog that habitually worries, chases, or molests teams or persons traveling peaceably on a public road is a public nuisance. Such a dog may not be killed except as follows: complaint is

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made in writing to a justice of the peace who summons the owner or keeper of the dog to a hearing. If, after the evidence, the justice finds that such a dog is a public nuisance, he orders the constable to kill and bury the dog.

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CHAPTER XII

FARM BOUNDARIES, ROADS ABUTTING ON THE FARM, LINE AND LEGAL FENCES

BOUNDARY DISPUTES

Questions and disputes as to farm boundaries or lines between farms are constantly arising and are a very frequent cause of ill-feeling between neighbors. Much of this ill-feeling grows out of ignorance of the correct location of the boundary line and a neglect of the means of learning what that correct location is. If there is a real or honest misunderstanding, both parties should be willing to leave the establishment of the line to a competent surveyor. According to statute any person owning land or having an interest in it may bring an action in the district court against the owner or persons interested in adjoining lands to have the boundary line established. The court will then by its judgment establish the boundary line. Under common law, where both parties to the misunderstanding are uncertain as to the correct location of the line, a written agreement between them establishing the line will be valid. If the disputing owners come to an oral agreement and have actual possession according to the line agreed upon for some time after the agreement, such an oral agreement will stand. Occupation for fifteen years following an oral agreement will give title.

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ROADS ABUTTING ON THE FARM

The owner of a farm abutting on the highway has a right to all grass and trees growing on his half of the highway. A farmer has the right to plow, level, and seed to grass the part of the highway not actually used for public travel, except within one rod of the center of the road. But by such work he is not free to interfere with public travel. After he has obtained the written approval of the town board concerning a town road or of the county board concerning a county road, he may plant trees on the side of the road within six feet from the outside line. It is a misdemeanor for any person to plow or dig up any part of the road except as described in this paragraph.

When an owner of property along a road at least sixty feet wide wishes to rear a hedge upon his property, to protect the hedge while growing he may build a fence upon the road not more than six feet from the outside line, and he may keep the fence there for five years after the hedge is planted.

The town board has been given the right to order when trees or hedges on roads shall be cut down. But other trees than willows can not be ordered cut down unless the center of each tree is more than six feet from the outside line of the road. Such trees may be cut down if they interfere with keeping the road in good order or if they cause the snow to drift in on the road enough to materially obstruct travel. When the town board orders such trees to be cut down the owner is allowed ninety days in which to do it. If he fails to cut them down within that time the town board has the power to order them cut down at town expense. The wood of the trees belongs to the owner if he pays the expense of cutting and removes them from the roadside within sixty days. Where they are not removed by the

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owner they may be sold by the town board and the proceeds go into the town road and bridge fund.

Town boards are required to build one good culvert for the owner of abutting land when, on account of grading a road, a culvert is necessary for a suitable approach from the highway to the driveway leading from the abutting land.

STREAMS AND LAKES AS BOUNDARIES

If a stream forming the boundary of a farm is not navigable, the title to the farm reaches to the middle of the stream. Islands between the middle of such a stream and the bank are a part of the farm. But the title to a farm bordering a navigable stream extends only to the highwater mark. Navigability in fact makes a stream navigable in law in Minnesota. All fresh water lakes but the larger navigable ones are covered by titles to their shores, and a title to one side of a pond will reach to the middle of the pond unless the deed expressly denies this. Any sudden change in the banks of a stream, through flood or otherwise, does not change the boundary line of farms bordering the stream.

TREES ON OR NEAR BOUNDARY LINES

Disputes often arise respecting trees on or near division lines of adjoining farms. Who is entitled to their fruits, or what may be done in case of damage wrought by such trees? Courts have usually ruled that neither adjoining owner possesses the right to destroy a tree located on the boundary line without the consent of the other owner. But there is no joint ownership where the trunk of a tree rises from the ground some feet from the boundary line, and no person has a right to fruit growing on branches which overhang his land and extend from trees growing on his

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neighbor's land. If these branches are a nuisance to him he may remove them after having given notice to the tree owner.

FIRES SPREADING TO A NEIGHBOR'S LAND

It is a misdemeanor for any person who, having set on fire any woods, prairie, or other combustible material on his own land, negligently permits the fire to extend beyond the limits of his land, and he is liable for any damages resulting from such negligence.

LEGAL FENCES

In Minnesota the supervisors of the respective towns, aldermen of the cities, village trustees, and county commissioners in counties not divided into organized towns are the fence viewers.

With us, fences must have the following characteristics in order to be recognized as legal:

(a) Board fences. These must be at least 54 inches high and the boards must be fastened to posts not more than 9 feet apart. The distance from the ground to the bottom board must not be greater than 20 inches and the distances between the boards not more than 9 inches.

(b) Fences of one smooth and two barbed wires. The wire must be firmly fastened to posts not more than 33 feet apart with two stays between the posts. The barbed wire must have at least 40 barbs to the rod. The top wire is to be not more than 52 nor less than 48 inches high, and the bottom wire is to be not less than 16 nor more than 20 inches from the ground.

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(c) Fences of four smooth wires. Posts and stays and bottom wire as in (b). The top wire should be not more than 54 nor less than 48 inches high.

(d) All other fences consisting of rails, timbers, boards, stone walls, or any combination thereof, or of lakes, streams, ditches, or hedges, which are considered the equivalent of (a), (b), or (c) by the fence viewers.

LINE FENCES

Partition or "line" fences, as long as both adjoining farmers continue to improve their lands, are to be maintained in equal shares. If any person neglects to repair or rebuild his share of any line fence, his adjoining neighbor may complain to the fence viewers. After notice to the parties the viewers examine the fence and, if they decide that it is insufficient, they are to direct the delinquent neighbor to repair or rebuild within a certain time. If he still neglects his duty, the complainant may do the necessary work and recover double the expense of the work, together with the fees of the viewers. The complainant has access to the courts for recovery. In case a dispute arises as to the rights of adjoining owners to line fences, either party may apply for settlement to the fence viewers, who shall assign to each his share in such fence, fixing the time by which it is to be erected or repaired. Failure to comply with the assignments of the viewers is dealt with as in the case of complaint. Where the boundary between two farms is a stream not of itself a sufficient fence and it is not practicable to place a fence in the middle of the channel where the true boundary is located and the occupants can not agree as to where the fence shall go, either party may apply to the viewers for settlement. Any person serving

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six months' written notice upon an adjoining owner of his determination not to improve his lands need not thereafter keep up his share of the fence during the time his lands are open and unimproved, and he may even remove his share unless the adjoining owner pays him for it.

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CHAPTER XIII

WATERS OF THE FARM

RIPARIAN RIGHTS

The term "riparian" has its source in the Latin word "ripa," meaning the bank or shore of a river. Riparian rights, then, are rights which come with the possession of land under or along a stream,—under, in the case where, as we learned in the chapter on farm boundaries, the farm borders on a stream not navigable; along, when the stream is navigable.

Standing water is the property of the owner of the soil, to be used and enjoyed largely as he chooses. Where a man owns both banks of a stream not navigable he has title to the full breadth of the bed of the stream and has right to the use of its waters, while a man owning only one bank of such a stream has the same use of the waters for his half of the stream only. This right includes its use for agricultural and domestic purposes, or for power. In this use he may not interfere with the similar rights of others below him on the stream. He may use the stream in any reasonable manner, such as permitting his cattle to run in a pasture bordering the stream, even though the stock makes foul the stream and causes it to be unfit to drink. But he is forbidden to throw offal or carcasses of dead animals into the stream or in any way to pollute the water of the stream. An upper owner along an unnavigable stream may even draw from running water if he does not unreasonably cut down the flow of the stream. An owner of land along a

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stream of this kind may not completely block it up or turn it aside without the consent of lower owners, though he may dam the stream for power without their consent.

While an unnavigable stream is a private way, a navigable stream is a public highway; and even though a farmer owns land on both sides, he is not permitted to obstruct the stream by fence or otherwise.

The rights to ice on a stream are similar to the rights to the use of the water: if the stream is unnavigable, the ice is the property of the owner of the land bordering on and under the stream; if navigable, the right to cut and take away ice belongs to everyone. Ice in navigable streams can not be justly claimed by anyone, however, until it is ready for harvest.

SURFACE WATERS

Under common law the owner of a tract of land adjoining a lower tract may permit, without being liable for damages, the surface waters from his land to drain upon the lower land. With the owner of the lower tract rests the right to pass it on. However, the upper owner is liable for damages if neglect or intent to damage his neighbor's property can be proved, or if he opens new channels where the surface waters would not naturally flow. A lower owner is liable for damages where surface waters are dammed so as to back up on the land of an upper owner and thus injure it.

TOWN, COUNTY, JUDICIAL, AND STATE DITCHES

To make possible the drainage of small and large areas of land by means of open or tile ditches or otherwise, the Legislature has provided for what are known as town, county, judicial, and state ditches. The first three are so named

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because the town board, the county commissioners, and the district judge, respectively, are the authorities who have the control of the establishment of such ditches; while the state ditches are so named because the proceedings for establishment begin with the State Drainage Commission, made up of the Governor, the State Auditor, and the Secretary of State. Local drainage has been largely secured through the county ditch proceedings, whether the area drained has been that of a single farm or a number of sections or townships. For this reason the steps of the county method will be very briefly set forth. If the student wishes to make a study of the processes in full he should have access to the statutes.

COUNTY DITCHES

(1) One or more landowners whose lands are liable to be affected may file a petition with the county auditor for the construction of a ditch, drain or water course. In filing such a petition one or more of such petitioners must give a bond to the county pledging to pay all the expense in case the county board establishes the ditch.

(2) The auditor gives three weeks' published and posted notice of the filing of the petition. He also sends copies of the petition to owners of land near the proposed ditch.

(3) The county board orders an accurate survey of the entire line of the ditch to be made by a competent engineer. This engineer is required to make a complete report of his doings and to submit to the county board the necessary plans.

(4) Three viewers are appointed by the board to go over the territory affected by the proposed ditch

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and to make estimates of all benefits to be derived from it and all damages suffered through its establishment by all tracts in this territory.

(5) The county board has a meeting at which the engineer's and viewers' reports and all persons interested are given a hearing. If the board decides that the estimated benefits will be greater than the total cost, including damages awarded, they shall establish the ditch.

It will be seen that the above method may be followed where a single farmer wishes to drain his land by a tile drain, open ditch, or other watercourse which runs through or under other lands than his own, or that it may be used by a group of any number of farmers.

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CHAPTER XIV

ROADS—THEIR ESTABLISHMENT AND MAINTENANCE

Almost the whole of the Minnesota law governing roads, road establishment, road changing, road improvement, and road upkeep is contained in the "Good Roads Act" included in Chapter 235 of the Laws of the 1913 session of the State Legislature. The more important features of the statute are here stated in condensed form.

KINDS OF ROADS

According to this statute there are three classes of roads,—state, county, and town roads. For each of these there is a different method of establishment, alteration, improvement, vacation, and upkeep. The four authorities having immediate control of road administration are the State Highway Commission, the district court, the board of county commissioners, and the town board.

The word road is understood to include bridges on the road.

STATE ROADS

These are the steps in designating a state road:—(1) The county board by resolution names any established road as a state road. (2) The county auditor sends a copy of the resolution to the State Highway Commission with a description of the road. (3) After determining that there are sufficient funds and that the road should be named as

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a state road, the State Highway Commission consents to the designation. Whenever it is made known to the Highway Commission that the county commissioners have refused to grant a petition made for application for the naming of a state road where the petition has been signed by ten freeholders, the Highway Commission may give such application new consideration. If, after such consideration, it acts favorably upon the petition, a copy of the written order granting the application is filed with the county auditor.

SURVEYS, PLANS, AND SPECIFICATIONS FOR STATE ROADS

After a state road has been designated, the state engineer causes surveys to be made, grades to be established, and plans and specifications to be made. This is done by one of the assistant engineers in the employ of the Highway Commission. Then the work of road building or improvement is done. Where it is estimated that the cost of the work to be done will not exceed five hundred dollars, the work may be ordered done under contracts let to the lowest responsible bidder or by day labor without first submitting the plans to the Highway Commission. But where the estimated cost exceeds five hundred dollars, the plans must go to the Commission for approval before the work is begun. The work is all done under the supervision of an assistant engineer who must act under the rules of the Highway Commission and the instruction of the state engineer.

State roads must be maintained according to the rules of the State Highway Commission.

STATE AID FOR STATE ROADS

Counties and towns receive aid for building or maintaining state roads. The source of this aid is the State Road and Bridge Fund. This fund has its source in the

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income from investments of the state internal improvements land fund and in a state tax of one mill. This fund is apportioned by the State Highway Commission. Not less than one per cent nor more than three per cent of the fund may be apportioned to any one county in any year. It is apportioned on or before the first Tuesday in March of each year. When a county does not use its allotment it goes back to the unapportioned road and bridge fund.

Twenty per cent of the allotment to the county must be used only for the upkeep of state roads and bridges on those roads. Not more than twenty-five per cent of the allotment for the county may be spent upon county roads under the rules and regulations of the State Highway Commission. The remainder of the allotment may go as aid for the building of state roads. The proportion of the cost of any state road or state aided county road that may be paid out of the allotment is regulated by the total assessed valuation (exclusive of assessed valuation of moneys and credits) of the county. In counties with less than five million dollars of assessed valuation this proportion is eighty per cent; five million and less than ten million, seventy per cent; ten million and less than fifteen, sixty per cent; all other counties, fifty per cent.

HOW THE AID IS PAID

After the work on a road for which state aid is claimed is completed, the county auditor makes a statement to the Highway Commission and sends with it the report of the assistant engineer in charge. The Highway Commission, after examining the reports and finding them satisfactory, instructs the state auditor to issue a warrant for the state's share of the cost. In no case may this warrant be larger than the amount allotted to the county as stated above.

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THE TOWN BOARD AND STATE ROADS

The town board may appropriate money from the town road and bridge fund to assist in paying for the construction and improvement of any road in the town which has been named as a state road.

COUNTY ROADS

County boards have general control of county roads. This control extends over establishing, building, altering, improving, and vacating such roads. The board also has power to provide by an annual tax levy made at its July meeting a road and bridge fund, but this levy may not exceed three mills. Appropriations may be made from the fund for work on roads and bridges in any town, village, or city with less than ten thousand population in the county.

ESTABLISHING, ALTERING, OR VACATING ROADS IN MORE THAN ONE TOWN

To establish, alter, or vacate any road or roads connecting with each other and running into more than one town or on a line between two or more towns in the same county (1) twenty-four freeholders petition the county board for such action. (2) The petition is filed with the county auditor, (3) who brings the same to the attention of the county board. (4) If the petition appears reasonable on its face the board orders a hearing and appoints from its members a committee to examine the road. It also provides for a meeting of the committee. Notice of the time and place of the meeting must be posted in each town into which the road in question runs twenty days before date of the meeting. Similar notice of the hearing must be posted at least thirty days before it takes place. Such notices are required to set forth a copy of the petition.

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(5) The committee on the date set examines the route of the road in question and (6) reports to the board at its next meeting and recommends the granting or rejecting of the petition. (7) At the hearing the county board hears all parties interested and fixes the amount of damages that will be sustained by the owners through whose lands the road may run in cases where the owners and the county board can not agree as to the amount. In fixing the damages sustained by the owner the board also decides the money value of the benefits of the establishment, alteration, or vacation and, after deducting this sum from the damages, awards the differences as damages. All damages are paid by the county. (8) If the establishment, alteration, or vacation seems desirable the board grants the petition and (9) provides for the carrying out of the action for which the petition was made.

ISSUING BONDS FOR PERMANENT ROAD IMPROVEMENT

The expense of making permanent improvement of considerable stretches of county roads, such as macadamizing or surfacing them with some hard material, is usually very great,—so great that it can not be done within the ordinary limits of taxation. Bonds must be issued to cover the cost of such extraordinary improvement. The issuing of bonds for such work is authorized by a majority of the voters of the county at a special or a general election. To bring the question of a bond issue for this purpose to a vote, fifty voters petition the county board for the improvement; the petition is filed with the county auditor; he lays it before the county board; and the board, after it has secured an estimate of the cost from the engineer of the State Highway Commission and has come to the conclusion that the improvement is desirable, orders a special election to decide

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upon the bond issue. But a special election may not be ordered if a general election will be held within six months after the estimate of the state engineer is filed with the county auditor.

ROADS IN TWO OR MORE COUNTIES OR ON COUNTY LINES

Roads in two or more counties or on county lines are located, altered, or vacated through proceedings in the district court. Proceedings are started by a petition signed by twenty legal voters and tax-payers residing in those counties. If the road is in more than one judicial district, the petition may go to the judge of any district affected by the petition. Three weeks' published notice that the petition is to be presented must be made before the presentation. The judge then appoints three commissioners who lay out, alter, or vacate the road as directed by him. If the court so directs, the commissioners appoint a surveyor and other necessary assistants to survey the road and to make plats of its location. The commissioners also fix the damages to be paid each landowner on whose lands the road may run. The court, after hearing the report of the commissioners, and any other persons interested, may confirm or reject the report. If the road is ordered established or altered, all expenses must be paid by the owners of lands through or between which the road runs. The order is sent by the clerk of court to the auditors of all counties affected by it. Each auditor lays the order before his county board and they proceed to carry out their county's share of the work.

TOWN BOARDS AND TOWN ROADS

The general care of town roads is in the hands of the town board. Its power, like that of the county board,

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extends to establishments, alteration, and vacation of roads. The board is authorized to "purchase machinery, implements, tools, stones, gravel, and other materials" needed for their construction and repair. It is required to prosecute any person damaging the public highways of the town. As far as funds are available the town board must have snow that makes the roads impassable removed from them. The county board has the care of all bridges in towns when these bridges have originally cost $1,000 or more.

THE TOWN ROAD OVERSEER

Each town is now one road district, and the town board is required to appoint a town road overseer, who must be a "competent road builder" and who has charge of the construction of all town roads and of the maintenance of all town and county roads in the town. But in counties with a population of 150,000 or over that have a county superintendent of highways, the town overseer has no jurisdiction over county roads. Whenever any public road in the town becomes obstructed or unsafe from any cause, the overseer must immediately repair it. If the board approves, he may appoint one or more assistants to help him do his work. The pay of the overseer and of his assistants is fixed by the town board and must not be more than three dollars per day for the time actually spent in work. The overseer gives bond to the town for two hundred fifty dollars. No member of the town board may be road overseer or assistant overseer.

ROAD TAXES IN TOWNS

Road taxes in towns may no longer be "worked out" but must be paid in cash in the same manner as other taxes

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are paid. The amount of money to be raised in the town for road and bridge purposes is fixed by the voters at the annual town meeting. This tax cannot exceed fifteen mills. To meet an emergency, however, the town board may levy an additional five mills.

THE DRAGGING FUND

A tax of one mill will hereafter be extended on the tax lists by the county auditor on all taxable property in each town, and the proceeds of this tax will go to the town treasurer and be known as the "dragging fund." In towns where the assessed valuation is $1,000,000 or more the amount of this tax shall not be more than $1,000. This fund is to be paid out only for drags and for dragging. The town board must contract for the dragging of the roads of the town, giving preference to main-traveled roads and mail routes. The contract price shall not exceed one dollar per mile for each mile dragged for each time the road is dragged.

TOWN ROADS—THEIR ESTABLISHMENT, ALTERATION AND VACATION

Proceedings for establishing, altering, or vacating town roads are started by petition of not less than eight landowning voters of the town who live within three miles of the road proposed to be established, altered, or vacated. If there is not that number of landowning voters in the town, a less number than eight signers will make a valid petition. The petition is filed with the town clerk, who at once presents it to the town board. The board, within thirty days, issues an order describing the road and the tracts of land through which it passes and fixes a time and place for a hearing and action upon that petition. Ten days' posted notice must be given of this hearing, and personal notice

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must be served upon each occupant of the land affected by the petition at least ten days before the hearing. At the hearing the board examines the road named in the petition, hears all those interested, and grants or refuses the petition. Unless the owners release in writing all claims to damages, the board fixes, with the agreement of the owners, the amount of such damages, deducting the money value of all benefits which the change will bring about. If it grants the petition, within five days of the issue of the order the board must make its award of damages and file it, with all other papers connected with the road in question, with the town clerk. The clerk does not record this final order within a period of 30 days and, in case of an appeal from the order, until a decision is given on the appeal, and not then unless the order is confirmed. In case the board refuses, the decision is final for a year, unless it is appealed, and a petition for the same road can not be acted upon again within that time.

ROADS ON TOWN LINES

In a petition to a town board for establishment, alteration, or vacation of a road on a town line, the town board is to notify the town board of the adjoining town and they together shall determine the petition and proceed under the regulations provided for roads within the town. In building the road the two boards divide the length of the road in two parts as nearly equal in cost as possible and each town builds one of the parts. Where the boards can not agree as to which part each shall construct, the matter is to be decided by lot.

ROADS IN NEW OR UNORGANIZED TOWNS

In towns still unorganized or in which no public roads have been established, section lines are considered public

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roads without survey unless natural obstacles prevent. The section line roads, upon the order of the county board, are to be opened two rods on each side of the line.

CARTWAYS

A cartway is a road two rods wide. The proceedings for establishment are the same as for town roads except that the petition may be signed by as few as five voters, freeholders of the town. One-half of the damages to the land through which it passes must be paid by those whom it benefits. On the petition of the owner of a tract of land of not less than five acres to which he has no access except over the lands of others, the town board may establish a cartway not over two rods wide to connect that land with the public road. The amount of damages must be paid by the petitioner.

DEDICATION OF LAND FOR ROADS

Owners may give land for a road or cartway by applying in writing to the town board. The application goes to the town clerk who lays it before the board. The board, within ten days, may declare the land dedicated for the purpose named in the application. No damages can be assessed for lands so dedicated.

EXTRAORDINARY IMPROVEMENT OF TOWN ROADS

Whenever it seems advisable to macadamize any established highway in a town or in any way make a lasting improvement upon that highway at greater expense than can be made under ordinary methods, it may be done as follows: (1) Fifteen voters who are freeholders file a petition with the town clerk asking for the improvement. (2) After the petition has been brought to the attention of the

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town board, the board makes an estimate in writing of the expense of the improvement. (3) At the next annual meeting or, if so requested in the petition, at a special meeting, the voters of the town decide by a vote for or against the improvement. Sixty per cent of the vote is necessary to carry the proposition. Bonds of the town are then issued for the necessary amount, if that amount with other indebtedness of the town is not more than five per cent of the assessed valuation.

DRAINAGE OF TOWN ROADS

By proper procedure through the sworn statement of the town road overseer, posted notice of a hearing and the holding of a hearing by the town board, assessment of benefits, order of the town board establishing a ditch, etc., town roads may be drained, if they run through swampy or other low land. It is the duty of the overseer to keep road ditches open, and to do so he may enter upon the lands through which they pass. Any person who dams up or in any way damages such a ditch is guilty of a misdemeanor and is liable in civil action for double the damage assessed for the injury.

APPEALS FROM COUNTY AND TOWN BOARDS

Any person dissatisfied with the action or awards of a county or town board in establishing, altering, or vacating a road or refusing to do so may appeal to the district court within thirty days after the action is taken. The appeal can not be made without giving a bond for two hundred fifty dollars conditioned to pay all costs of the appeal.

REMOVAL OF FENCES BY TOWN OR COUNTY BOARDS

When a town or county board has located a road it gives each owner through whose lands the road will run twenty days' notice, in writing, to remove his fences. If he does

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not remove them within that time, the board orders them removed. But no closed field may be opened between April 1 and October 1.

TUNNELS UNDER ROADS

Owners of land on both sides of a public road may tunnel under the road to permit stock to pass from one side to the other. Permission to build the tunnel should first be obtained from the board. If, however, the tunnel has been built without this permission, it is valid, unless the board objects to it within a year. Bridges over tunnels should be at least sixteen feet wide and have proper railings. If the tunnel is not under a road on a section line or other sectional division line, but under some other road, the owner maintains the tunnel at his own expense for the first year. Thereafter it will be maintained by the town board at the expense of the town.

DEDICATION OF A ROAD BY USE

Whenever a road has been used, repaired, and worked as a public highway for a continuous period of six years or more, it shall be considered dedicated to the public to the width of two rods on each side of its middle line. This does not apply to a road upon, and running parallel to, a railroad right of way.

OLD ROADS OPEN TWO YEARS

Whenever a road is changed by an order of a county or town board, the old road must be left open for two years from the date of the order, but such a road may be vacated within two years if the board considers the new road fit for travel at all times of the year.

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BRIDGES AND CULVERTS

All bridges and culverts and approaches to them which are hereafter established or improved must be at least sixteen feet wide. When the bridge is three feet or more above the bank on either side, the approaches must be eighteen feet wide and be provided with substantial railings.

Before contracts can be let by any town or county board for the building of a bridge where the contract price is more than five hundred dollars, plans and specifications must be filed with the town clerk or the county auditor, as the case may be, and an advertisement for bids must be published in a newspaper once a week for three weeks before the time fixed for letting the contract. The advertisement must state the time and place of receiving bids and allowing contracts and must tell in what office the plans and specifications are on file.

It is the duty of the state engineer, as far as time will permit, yearly to inspect all bridges more than thirty feet in length and report their condition to the State Highway Commission and to the proper county board and make such recommendations as he deems advisable.

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CHAPTER XV

THE USE OF ROADS

MEETING AND PASSING ON ROADS

When persons riding, driving or leading horses or other animals, or traveling with vehicles, meet on any public highway, the Minnesota Statute requires each seasonably to drive to the right of the middle part of the road so that they may pass each other without interference. The same requirement is made of persons driving or operating motor vehicles. If the persons are moving in the same direction, the one overtaking is to pass on the left side of the middle of the traveled part of the road, and, if the road is wide enough to permit passing, the driver in the lead must not obstruct it, but turn to the right as soon as practicable so as to give half of the traveled road to the other.

In a case where a person riding, leading, or driving a horse, or horses, or other draft animals signals by raising the hand or requests the driver of a motor vehicle, the latter must stop immediately and, if the animal or animals appear to be badly frightened, the motor driver shall stop his motor as long as is necessary to prevent accident. An operator of a motor vehicle, when meeting or overtaking any horse or other draft animal in charge of a woman, child, or aged person, must drive at no greater speed than four miles an hour and, where the animal shows fright or upon signal, must bring his machine to a stop and stop his motor as above described. The muffler of a motor vehicle must not be cut out at the time of passing a horse or other animal being led, driven, or ridden.

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AT CORNERS OR CROSSROADS

When drivers turn at corners where two highways cross, in turning to the right or left they are required to keep to the right of the point where the middle lines of the highways cross. When approaching a crossroad, an operator of a motor vehicle must slow down its speed and sound the bell, horn, or other device for signaling so as to give warning of his approach. There is a six mile per hour speed limit for going around corners or curves in the highway.

WHO MAY NOT DRIVE MOTOR VEHICLES

Persons under sixteen years of age are forbidden to drive motor vehicles unless accompanied by a licensed chauffeur or the owner of the machine. The owner, in such a case, must be sixteen or over. Persons in an intoxicated condition are forbidden to drive motor vehicles.

IN CASE OF ACCIDENT

Any driver of a motor vehicle after knowingly causing an accident by collision or otherwise, injuring any person, horse, or vehicle, is guilty of a gross misdemeanor if he does not at once stop his machine, return to the scene of accident and, upon request, give his name, the number of his driver's license, the registration number of his machine, and the names and addresses of every male occupant of the machine.

EQUIPMENT OF MOTOR VEHICLES

Every motor vehicle running upon the public highways of this state must be provided with brakes sufficient to control the vehicle at all times, a suitable signaling device, such as a bell or horn, and, from one hour after sunset and to one hour before sunrise, must display two lighted lamps visible from the front and one on the rear of the vehicle. The lamp

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on the rear must display a red light visible from the rear, and white rays from this light must shine upon the number plate.

INTEMPERATE DRIVERS

Persons owning or having control of coaches or vehicles in which passengers are carried are forbidden to employ drivers who use intoxicating liquors to excess. Those who employ such drivers may be required to forfeit up to fifty dollars for each offense and be liable for all damages caused by the drivers.

LEAVING HORSES UNFASTENED

While passengers remain in any conveyance used for hire, drivers are forbidden to leave the horses that are harnessed to the vehicle without first fastening those horses or leaving some competent person in charge of them.

TRACTION ENGINES

Engineers or other persons in charge of traction engines moving along a highway are not permitted to blow the whistles of the engines while within five hundred feet of teams passing on the highway, if the teams can be seen from the engines. The law also requires the stopping of the engine at least one hundred feet before meeting a horse or team on the road, unless on a side hill where stopping may expose the flues of the engine and cause an explosion. The engine may not be started again until the horse or team has passed. Violation of this law is a misdemeanor.

Persons taking an engine across a culvert or bridge must place extra planking upon it for protection. Failure to do this makes the owner or engineer liable for one-half the expense of repairing the damage caused. The total amount so recovered is not to exceed fifty dollars.

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CHAPTER XVI

TAXES

It is an old proverb that "nothing is certain but death and taxes." And, we might add, one of these certainties is about as unwelcome as the other. But taxes, however unfriendly the popular attitude toward them may be, seem to be so necessary that a majority of the people, through the exercise of the authority they have in their own hands, continue them from year to year. To throw a little light on the big taxation system and make it a little more intelligible to the layman who votes the continuation, is the purpose of this chapter.

THE STEPS IN THE TAXING PROCESS

There are six large steps in the taxing process where the general property tax is concerned,—assessment, equalization or review, levy, extension, collection, and distribution.

ASSESSMENT

The first step is assessment. The assessor performs this task. He is elected in odd-numbered years,—in towns, at the annual town meeting; in villages, at the village election; in cities, usually as their charters provide. His pay in towns is two dollars for each day spent in actual service, although the pay may be increased up to three dollars at the town meeting, if the increase is made before the assessor is elected. Assessment is completed between May 1 and the first Monday in June. This allows forty-four days, Sundays and holidays excepted, for completing the work. By the

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first Monday in July the assessor must be ready to hand in his assessment books to the county auditor.

Real estate is assessed every even-numbered year and personal property every year. The valuation is fixed as of May 1 of the year it is assessed. All assessments made in the state after January 1, 1914, are to be on the following basis: (1) 25 per cent of the full and true value of "household goods and furniture, including clocks, musical instruments, sewing machines, wearing apparel of members of the family, and all personal property actually used by the owner for personal and domestic purposes or for the furnishing or equipment of the family residence"; (2) 33⅓ per cent of the full and true value of "live stock, poultry, agricultural products, stocks of merchandise of all sorts and furniture and fixtures used with them, manufacturers' materials and manufactured articles, all tools, implements and machinery, and all unplatted real estate;" (3) 50 per cent of the full value of iron ore mined or unmined; (4) 40 per cent of the full value of all property not included in the preceding classes.

Personal property is commonly listed where the owner resides. But all farm property of a non-resident is listed and assessed in the same town as that in which the farm is located.

Certain property is exempt from taxation. For each head of a family $100 in personal property is exempt. Property used for (1) educational, (2) religious, (3) charitable, and (4) public purposes is exempt,—that is, among other things, public libraries, public school buildings, academies, colleges, churches, public hospitals, orphans' homes, public buildings, and public parks. But property belonging to a church and not used for religious or charitable purposes is not exempt.

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"MONEYS AND CREDITS"

Since 1911 there has been a law providing for the separate listing of all "moneys and credits." Upon this property there is a separate and special tax of three mills on the dollar. No other tax is levied on this class of personal property. "Moneys" under the law includes all money owned by a person whether in hand or deposited in any bank in Minnesota or other state. "Credits" includes book accounts, mortgages and contracts for land not recorded in any county in the state, notes, bonds, rents, and all other claims for money. Assessment of moneys and credits is made at their fair cash value.

EQUALIZATION

On the fourth Monday in June the local board of review goes over the work of the assessor to equalize assessments between individual property owners. In the town this local board of review is the town board; in the village, the assessor, the clerk, and the president; in fourth class cities (10,000 population or less), usually the mayor, the clerk, and the aldermen. These boards have power to raise or lower assessments. If any assessment is raised the owner is given notice, and if any resident owner feels that his assessment is too high he may appear before the board and, when the board deems it just, a correction may be made. This local board of review may sit during the six working days from the fourth Monday in June to the first Monday in July with pay at three dollars per day. In fourth class cities the pay of the board is limited to three days.

On the third Monday in July the county board of equalization meets. This board is made up of the board of county commissioners and the county auditor. It equalizes assessments between the taxing districts in the county. It

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may also change individual assessments where they consider it advisable. It may raise the total valuation of the entire county or of any district in the county by a percentage increase, but is not permitted to lower such total. This board may remain is session four weeks. The members receive three dollars per day and ten cents for each mile traveled, but they may receive pay for no more than ten days and mileage for one session only.

The abstract of assessment made by the county board of equalization goes to the Minnesota Tax Commission on or before the first Monday in August. This commission is the last and highest board with equalizing functions. Its principal duty is to equalize the assessed valuations as between the counties of the state. It meets for this purpose on the second Tuesday of September and has until the first Monday in January to complete its task. It has power to raise or lower the total valuation of real estate in any town, village, city, or county by percentage increase or decrease. It also has power to raise or lower the assessed valuation of any tract or lot of real property in the state. It may also raise or lower the personal property valuation of any assessment district or of any individual in the state, but when it raises the valuation of an individual it must give notice to that individual of its intention.

LEVY

The levy is the specific amount of tax money to be raised. Levies are made for six different governing units: the school district, the town, the village, the city, the county, and the state, but no individuals pay tax on the same property for more than four of these units. For instance, Jones, who owns a farm in School District No. 14 in the town of Seward, pays taxes on that farm to support

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the school in that district, the town, the county, and the state.

In common school districts, the levy is made by the voters at the annual school meeting held on the third Saturday in July; in independent districts, it is made by the school board; in towns, by the voters at the annual town meeting. The amount of village and city taxes is fixed by the local authorities according to their charters. The county board levies the county tax at its meeting in July. The state levy is fixed by the legislature when it makes appropriations.

It is worth while to note that for two local governments, —namely, the school district and the town—two taxes are collected without levy having been made. One of these is the one mill tax for schools, which is collected "whether school keeps or not" and goes to the funds of the district where collected. The other is the tax for the fund for dragging town roads. This also is a tax of one mill unless the assessed valuation of the town is $1,000,000 or more, when the total amount raised for this fund is to be $1,000.

EXTENDING THE TAXES

Next comes the county auditor's work of extending the taxes. This is really nothing but a vast number of problems in arithmetic. The auditor divides the amount to be raised, for instance, in the town, by the total assessed valuation of the town. As a simple illustration we might say that the town of Seward had voted to raise $1,000 besides the "dragging fund" to be spent in the improvement of its roads. We will say that the assessed valuation in the town is $500,000. The rate of the special tax for roads then would be $.002 on every dollar,—in other words, two mills on a dollar of assessed valuation. As two mills is one-fifth of a cent, it may also be referred to as a tax of one-fifth of

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one per cent. This calculating is done by the auditor for all the following funds: county revenue, county road, county poor, town, town special road, town poor, if any, and the district special. The state revenue and state school tax rates are furnished to the auditor by the state auditor. As stated before, the school district one mill tax and the town one mill tax for road-dragging are extended without levy having been made. All these rates are then added to find the total tax rate. Let us suppose the various rates to be as follows: state revenue, 3 mills; state school, 1 mill; county revenue, 4 mills; county road, 2 mills; county building, 1 mill; town, 1 mill; special road, 3 mills; town dragging, 1 mill; town poor, 1 mill; district general, 1 mill; district special, 5 mills. The total rate would then be 23 mills or $.023 on the dollar of assessed value. Let us suppose, further, that Jones, named above, has real property assessed at $1,000 and personal property assessed at $100. His real property tax as extended by the county auditor would be $23 and his personal property tax $2.30. The sum of the two is $25.30. Such a calculation must be made for every tax payer who owns both kinds of property. This would be all the tax levied against Jones, except for the "moneys and credits" tax already described.

COLLECTION

Taxes are collected by the county treasurer. They are payable the first Monday in January. Personal property taxes must be paid before March 1. Real estate taxes may be paid in two installments,—one-half before June 1 and the remainder before November 1. Taxes not paid before these dates are delinquent.

DELINQUENT TAXES

A penalty of ten per cent is added to all delinquent

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taxes. If real estate taxes are not paid until January 1 following, an additional penalty of five per cent is added. The collection of delinquent real estate taxes is enforced against the property assessed, while the collection of delinquent personal property taxes is enforced against the person assessed.

If the owner of real estate neglects to pay the taxes on it, the auditor lists it with all other tracts of land on which the taxes are delinquent and files the list with the clerk of court on or before February 1. This filing has the effect of a complaint in an action by the county against the tract of land. Five days later the clerk returns a copy of the list together with a summons to persons interested to show cause why judgment should not be entered against the land. The auditor then publishes the list and twenty days after due notice the clerk enters judgment against the tract, if no defense has been made, for the taxes, penalties, and costs. On the first Monday in May following, the auditor sells the tract of land at public auction, first having given ten days' notice of the sale. Unless the land is redeemed, three years later the purchaser of the tax certificate or the person to whom he may have assigned it, after meeting the requirements of the law, becomes absolute owner of the property.

The county treasurer must, on the fifth business day in April, file with the clerk of court a list of all personal property taxes remaining unpaid on April 1. Ten days later the clerk issues warrants to the sheriff ordering him to seize and sell any personal property owned by the delinquents. Before April 15 any person whose name is on the delinquent list may file an answer with the clerk of court in which he sets forth his defense or his objection to the tax and the issue is heard and settled in the district court. If the sheriff

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cannot collect the delinquent personal property tax, he so reports to the clerk of court on June 1. The clerk makes up a list of the delinquents and ten days later files it with the county board. This board has power to cancel taxes it considers impossible to collect. Judgment may be entered and execution issued against the remaining delinquents.

DISTRIBUTION

On the last day of February, May, and October in each year the county auditor and the county treasurer distribute all funds remaining in the treasury, dividing same as provided by law between the state, town, city, village, and school district. The county auditor issues warrants for these funds.

OTHER TAXES

Besides the general property and "money and credits" taxes there are other taxes levied in the state. The mortgage registry tax is mentioned in the chapter on mortgage deeds. Gross earnings taxes are levied on the total earnings of public service corporations,—for instance, two per cent on the gross premiums of insurance companies, five per cent on the total earnings of railroads, six per cent against express companies, etc. There is also a tax on inheritances. It is not within the field of this book to explain these in detail.

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CHAPTER XVII

SCHOOLS

Although there are three kinds of school districts,—the common, the independent, and the special, this chapter will deal with the one in which the farmer usually lives, —the first named.

TO FORM A NEW DISTRICT

No school district may contain less than four sections of land and twelve children of school age. To form a new district a majority of the landowners residing in the territory that is to comprise it first petition the county board. Besides setting forth the area of the district and the names and ages of all children, the petition must contain the number of persons residing in it, the district in which the territory lies, the number of children living in each district affected, and the reasons for the formation of the new district. The petition then goes to the county superintendent for his approval or disapproval. It is next brought to the attention of the county board, which sets a time and place for a hearing and causes two weeks' published notice in the county and ten days' posted notice in each district affected by the petition. The clerk of each district is also sent a notice at least ten days before the hearing. At the hearing the county board hears evidence and argument and then makes an order granting or denying the petition. If it is granted, a copy of the order is sent by the auditor to the clerk of each district affected, and he also causes ten days' notice to be given of a meeting to organize the new district.

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ENLARGING THE BOUNDARIES OF DISTRICTS

By the same proceedings as when a new district is formed and also upon petition of a majority of all freeholders of each district affected, the boundaries of any school district may be changed, or two or more districts consolidated, or one or more districts annexed to an existing district. Much the same method is also used to annex territory outside a school district in a city or village, if the city or village has less than 7,000 population and the territory affected is continuous with this district.

SETTING OFF LAND TO AN ADJOINING DISTRICT

To have land set off to an adjoining district a freeholder may present to the county board a petition which has been verified by him and which contains the following: (1) a statement that he owns land within the county adjoining a district in the county, (2) a statement of his desire to have that land set off to the adjoining district, and (3) his reasons for asking the change. The board, after notice and hearing as in the previous cases and after proof of the statements in the petition, may make an order granting the petition. This setting off of land may be done even though the land does not adjoin the district but is separated from it by not more than a quarter section of land that is vacant or whose owner is not known.

DISSOLVING SCHOOL DISTRICTS

The county board has power to dissolve any district in which for two years no school has been held and to order its territory to be attached to one or more nearby districts. Notice must be sent to the clerks of the districts affected as in other cases of change of boundaries. The territory is to be attached in the fairest manner possible and with

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regard to the convenience of those living in the district dissolved.

THE ANNUAL SCHOOL MEETING

The annual school meeting, which takes place on the third Saturday in July, at 7 p. m., unless a different hour has been set at the previous annual meeting, is the event of greatest importance in the matter of control of school affairs in the common school district. Here all men and women living in the district who are qualified voters have a voice. Among the things of consequence done at this meeting are the election by ballot of board members, fixing the number of months of school, voting funds for "keeping" the school, directing the board to make certain improvements, and providing free text-books for children attending the school. Unless there is an irregular vacancy, only one of the three board members is elected at each annual meeting.

SPECIAL SCHOOL MEETINGS

Special school meetings may be held (1) upon the written request of five freeholders of the district, (2) upon the adoption of a proper resolution by the board, or (3) upon a request signed by a majority of the board members. Such meetings are called by the clerk by ten days' posted notice and one week's published notice, if there is a newspaper in the district. If it is made to appear by affidavit that the district does not contain five voters who are freeholders or that there is no legal school board in the district, the county superintendent may, if he believes there is need for same, call a special meeting. At special meetings no business except that named in the notice may be transacted.

THE BOARD'S POWERS AND DUTIES

The school board has, among others, the following

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powers and duties: (1) It has general charge of the business of the district and the management of its schools; (2) it purchases apparatus and furniture, provides outbuildings, plants shade trees, obtains insurance on property, makes repairs on same; (3) it provides for the heating and care of buildings; (4) it pays all just claims against the district; (5) it purchases text-books; (6) it employs teachers and discharges them for cause; (7) its members visit school at least once in every three months; (8) it leases rooms for school purposes. (9) It may also pay expenses of the school board members to one school officers' meeting in each year when the meeting is called by the county superintendent. For this the board may allow pay at three dollars per day, as well as mileage at five cents per mile. It (10) may admit non-resident pupils, fixing the rates of tuition, (11) provide transportation for pupils living more than a half-mile from the school house, and (12) discontinue school, providing instruction in and free transportation to the schools of adjoining districts for the pupils of their district.

SPECIAL STATE AID TO RURAL SCHOOLS

Rural schools maintaining eight months of school and employing teachers holding first grade certificates receive special state aid in amount of $150 for each teacher. Districts maintaining seven months of school and employing teachers holding second grade certificates receive $100 for each teacher. Districts whose local tax levy for maintenance of schools exceeds twenty mills, may receive, in addition to other aid, a sum equal to one third of the excess, with a maximum of $200 for each teacher. Rural school districts associated with a central school receive $50 annually and library aid of $10 for each teacher not to exceed $25 to a building. In addition to the requirements above, the State Superin-

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tendent of Education has laid down certain requirements as to equipment and other conveniences and these also must be met in order to qualify for aid.

ASSOCIATION

An associated rural school is one which, by a process hereinafter described, provides for the instruction of its pupils in agricultural and industrial subjects and is under the care and influence of the high or graded school, termed the "central" school, with which it is associated. The superintendent or principal of the central school exercises the same authority over the associated rural school as over his central schools, and prepares for it a course of study which includes agriculture and one of the other industrial subjects, manual training or home economics, or both.

Association is accomplished by the following steps: (1) A petition signed by twenty-five per cent of the freeholders in the district goes to the county superintendent; (2) he calls a special meeting giving proper notice of same; (3) at the meeting the voters check ballots which read as follows: "To associate with District No. ... at ..... for the maintenance of an agricultural and industrial department. Yes ..., No ...," (4) if a majority of the voters place a cross-mark after "Yes" the district becomes associated with the central school upon the approval of the board of the central school. The board of the rural district then chooses one of its members to act with the board of the central school in matters relating to association.

The boards of rural school districts which have associated with a central school, at a meeting held the first Monday in August of each year, make a tax levy to pay for the advantages under association. The tax so levied must not be less than two mills. The central

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school receives from the state $200 per year for each year that each district is associated, and the associated district itself, upon the recommendation of the superintendent of the central school and of the county superintendent, receives $50 per year from the state.

The central school is not permitted to make a tuition charge against any associated district where children from that district attend the central school. But a tuition charge may be made against districts not associated where children from such a district are enrolled in the seventh grade or above and are receiving instruction in agriculture, home economics, or manual training. The State High School Board has ruled that these tuition rates may be no higher than $1.50 per month in seventh and eighth grades and $2 for one industrial subject in the high school. The monthly charge in any case may not exceed $2.50 for any pupil.

Associated districts may vote to withdraw from the relationship by a two-thirds vote, if at least a year's notice has been given the central district of the intention to vote upon withdrawal.

CONSOLIDATION

Consolidation is either the joining of two or more school districts of any kind to form a new district or the annexation of one or more districts to a district which already exists and in which is maintained a state graded, semi-graded, or high school. In either case the districts are consolidated so as to provide larger or better organized schools than are possible under the old rural school unit system.

The proceedings in the consolidation of rural school districts into a new school district are outlined in the statutes. The county superintendent prepares a plat of the proposed district, in which are shown its size, boundaries, location of

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school houses, and the location of adjoining districts and school houses. This plat is submitted to the State Superintendent of Education for his approval. If the plat is approved, petitions asking for the formation of the consolidated district must be signed and acknowledged by at least twenty-five per cent of the freeholders in the proposed new district, and these petitions are presented to the county superintendent. He, within ten days, gives ten days' posted notice of a special meeting to be held within the proposed district to vote upon consolidation. The time and place of the meeting must also be included in the notice. If, on the date set, at least twenty-five voters are present, they vote by ballot on consolidation. The result of the ballot is sent to the county superintendent, and if there is a majority in favor of consolidation he transmits a copy of the results to the county auditor, to the clerk of each district affected by the change, and to the State Superintendent of Education. He further gives ten days' posted notice of a meeting to elect the officers for the new district.

The proceedings where it is proposed to consolidate rural school districts with a district in which is maintained a state graded, semi-graded, or high school are the same, except that only the rural districts vote upon consolidation. The school board of the district with which these rural districts are voting to consolidate, to make the consolidation valid, approve it.

Boards in consolidated districts are authorized to establish schools of two or more departments, provide for the transportation of pupils to and from school, or spend a reasonable amount for room and board of pupils when it is more convenient or cheaper to do so than to transport them.

The state gives special aid to consolidated schools: $500 per year to districts which have an area of 18 sec-

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tions and a school of four departments; $250 per year where the area is 18 sections and there are three departments; and rural school aid where the area is 12 sections and there are two departments. The state will also pay for one fourth of the cost of a new school building, but not more than $2,000 to any one district. In addition, consolidated schools may draw as much as $2,000 for reasonable cost of transportation of pupils.

COMPULSORY EDUCATION

Every child between eight and sixteen years of age must attend a public or private school during the entire time the public schools of the district in which the child lives are in session. A child may be excused from attendance upon application to the board if it is shown that his bodily or mental condition prevents attendance or application to study, or that he has completed the subjects ordinarily required in eighth grade, or that there is no public school within reasonable distance, or weather conditions or travel make it impossible for the child to attend. Children over fourteen years of age may be excused between April 1 and November 1 if their help is needed in or about the homes of the parents or guardians. Children may also be absent on days they are receiving religious instruction according to the rites of some church. Parents or others having control of children who fail to keep such children in school as required by law are guilty of a misdemeanor and may be punished by a fine of not more than fifty dollars or imprisonment in the county jail for not more than thirty days.

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CHAPTER XVIII

ELECTIONS—PRIMARY AND GENERAL

WHO MAY VOTE

These persons may vote in Minnesota: male citizens, 21 years of age, who have lived in the state six months and in the election district for thirty days preceding an election and who belong to one of the following classes: (1) those who have been citizens of the United States for three months preceding an election; (2) those of mixed white and Indian blood who have adopted the customs and habits of civilization; (3) those of Indian blood who have been admitted to citizenship by the district court. Women who are 21 years of age may vote for school officers and members of library boards, as well as on questions relating to those institutions.

THE ELECTIONS

It is not within the purpose of this book to deal with school district, town, village, and city elections. We shall treat only of the general election and the two primary elections,—the presidential preference primary and the "statewide" primary.

PRESIDENTIAL PREFERENCE PRIMARY ELECTIONS

On the same date as the town meeting—the second Tuesday in March—except that it is not held annually as is the town meeting, but once in four years, the presidential preference primary election occurs. Its purposes are three:

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(1) the popular expression for the party nominations for President and Vice-President of the United States, (2) the nomination of presidential electors, and (3) the election of delegates (and alternates) to the national convention of each party. The vote at this election is on party lines only.

The names of candidates for President and Vice-President are placed on the ballot by the Secretary of State after receiving a petition signed by two per cent of the total vote of the party at the last presidential election, but the petition shall contain no more than 500 signatures. Those desiring to be candidates for presidential electors or delegates to the national convention must file, thirty days before the election, with the Secretary of State when to be voted for in more than one county, and with the county auditor when in a single county. They must further pledge that they will, in the event of their election, faithfully carry out the wishes of their parties as expressed by the voters at this election. The candidates for electors having the highest number of votes are the nominees of their parties and their names are placed on the ballots at the next general election. The candidates of each party for delegates who receive the largest number of votes are declared elected and attend the national convention of their party. The next highest are alternates. The delegates are bound to support at their conventions the candidates for President and Vice-President who received the largest number of votes of their party at the presidential preference primary election.

Voters at this election, before receiving a ballot, must name the party with which they intend to affiliate in the coming general election.

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THE STATE-WIDE PRIMARY ELECTION

At the state-wide primary election, which takes place the third Tuesday in June preceding a general election, all elective county officers except the county surveyor, all state officers, district and Supreme Court judges, members of the State Legislature and of Congress are nominated. Of these, all county officers, the judges, and members of the legislature are nominated on the nonpartisan ballot; the others, on party lines.

To get his name on a ballot for this primary election, a candidate must file with the county auditor if he is to run in one county and with the Secretary of State if he is to run in more than one county. The fee for filing is $10 with the county auditor and $20 with the Secretary of State, except that candidates for state offices, judges of the Supreme Court, and congressmen at large pay $50. Filing with the Secretary of State must be done 40 days, and with the county auditor 20 days, before the primary election. Names of justices of the Supreme Court may also be placed on the primary election ballot by a petition signed by from 500 to 1000 voters of the state; district court judges by a petition signed by 250 to 500 voters. It is no longer possible to secure a nomination by petition after the primary election is over unless there is a vacancy among the candidates.

Every voter, without regard to his political affiliations, has the right to vote a nonpartisan ballot at the primary.

The two candidates for any nonpartisan office who receive the highest number of votes are the nominees and their names will go on the ballot at the general election. When only two persons file for a nonpartisan office they are considered the nominees for the office and their names are not placed on the primary election ballot.

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There will be as many party or partisan ballots as there are active parties interested in the election. The voter may call for such party ballot as he declares he generally supported at the last election and which he intends to support at the coming election. If his right to the party ballot which he names is questioned, he may make the same declaration under oath, and the ballot is then given him. In marking the partisan ballot the voter places an X after his first choice and also after his second choice of the candidates. On the partisan ballot the candidate securing a majority of all votes cast is the nominee of his party. That majority, unless it is apparent from the total first choice votes, is found as in the following illustration:

Candidates	First choice votes	Second choice votes			
		Brown	Smith	Jones	Johnson
Brown	8,000		4,000	1,000	400
Smith	7,000	3,200		800	3,000
Jones	6,000	2,000	3,500		400
Johnson	5,000	2,000	2,000	1,000	

Johnson, having the least number of first choice votes, is dropped. The second choice votes of those who voted for him are then added to the totals of the first choice votes of the candidates for whom those second choice votes are cast. This leaves the total vote: Brown, 10,000; Smith, 9,000; Jones, 7,000. Still no candidate has the required majority.

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Next, Jones is dropped, the second choice votes of those who voted for him being added to the total votes of Brown and Smith as they now stand. This gives the following result: Brown, 12,000; Smith, 12,500. As Smith now has a majority, he is declared the nominee of his party.

THE GENERAL ELECTION

The date of the general election is the Tuesday after the first Monday in November in even-numbered years. Candidates nominated at the preceding primary elections are voted upon and the candidate for each office who receives the greatest number of votes is declared elected.

THE CORRUPT PRACTICES ACT

The State Legislature in special session in the summer of 1912 passed a thorough-going corrupt practices act,—an act regulating the conduct of campaigns. Some of its essential features are here given in condensed form.

Candidates, after filing, are forbidden to pay out money or give other valuable things for any but (1) necessary personal traveling expenses, postage, telegraph, telephone, and other public messenger service; (2) rent of halls where speeches are made; (3) pay for speakers and musicians and their traveling expenses; (4) printing of sample ballots, posters, cards, handbills; (5) filing fees; (6) campaign advertising in newspapers and other periodicals. Publishers are required to print "Paid Advertisement" in pica type at the head of all matter dealing with candidates which is paid for and published in their periodicals. Candidates are required to keep within the following limitations in the total amounts they may spend during a campaign: candidates for governor, $7,000; other state officers, $3,500; state senators, $600; state representatives, $400; county officers, one-third

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of the salary that the candidate, if elected to the office, will draw. No person is permitted to solicit of candidates contributions for any religious, charitable, or other causes, or for the public good. No food, entertainment, clothing, liquors, tobacco or cigars, etc., shall be given or be paid for by a candidate with the hope or purpose of influencing a voter. Threat to make use of any force or violence in order to induce any person to vote for any candidate is prohibited. Candidates may not make bets or wagers as to the outcome of any election in their election districts. It is unlawful for any person to furnish a vehicle for carrying any voter to the polls unless such voter is of the same household as the person furnishing the conveyance or where two or more voters club together for hiring such a conveyance at their own expense. It is unlawful for any person within one hundred feet of a building in which there is a polling place in any way to try to persuade a voter to vote for or to refrain from voting for any candidate. Campaign literature of any kind may not be circulated anywhere on the day of an election. Every candidate, or the secretary of his campaign committee, must file with the officer with whom he filed for election, on certain Saturdays which the law names, complete statements of all expenditures made on account of the campaign.

CONSTITUTIONAL AMENDMENTS

At the general election there is handed to each male voter, in addition to the state and county ballots, a "pink ballot" which names and describes briefly the amendments to the State Constitution which have been proposed at the preceding session of the Legislature by a majority vote of both houses. The voter is to vote upon each proposed amendment separately. In order to become a part of the

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Constitution, a proposed amendment must receive a majority of all votes cast at that election. Every voter should inform himself before the day of the election as to what amendments have been proposed and for and against which he will have the opportunity to cast his vote. Then, when he steps into the booth, he will not neglect the very important duty of giving intelligent expression of his desires as to the proposed amendments.

FURTHER RULES CONCERNING ELECTIONS

Polls are to be kept open in towns and villages from 9 a. m. until 9 p. m. both for primary and general elections. Towns have one polling place unless there are more than 400 voters, in which case two polling places are provided. Liquor may not be sold on any general, special, or primary election day. Employees are permitted to leave their work in order to vote during the forenoon of an election day without any decrease in the amount of their pay because of the absence.

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CHAPTER XIX

WILLS AND ADMINISTRATION

Jones dies, leaving property. How and to whom that property is to be distributed will depend upon whether Jones dies with or without having made a will. If he dies having provided a valid will, his property is distributed according to the terms of that instrument; if he fails to do so, it is distributed according to law. Both methods of administration of the estates of deceased persons will be briefly described in this chapter.

WHO MAY MAKE A WILL

"Every person of full age and sound mind" may dispose of his estate, real and personal, by will. "Every person" here includes married women. "Full age" is twenty-one with men, eighteen with women. Insane and feeble-minded persons and those under the influence of intoxicants can not be considered of "sound mind."

THE FORM OF THE WILL

Wills must be in writing. They need not follow any prescribed form but they must be signed by the testator and witnessed and subscribed in his presence by two or more witnesses. The following is a suggested form of will where all the property goes to one person. Where there is more than one beneficiary the will is necessarily longer and contains more provisions for the distribution of the property.

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Short Form of Will

I, John Jones, of the County of..... and State of Minnesota, being of sound mind and memory, do declare this to be my last will and testament, revoking all former wills and testamentary instruments by me made.

First, after the payment of my just debts and funeral expenses, I give, devise, and bequeath all my estate, real and personal, of every kind and nature, wherever situated, to my son, Ralph Jones.

Second, I appoint my said son, Ralph Jones, executor of this my last will and testament.

In testimony whereof I have hereunto subscribed my name this ninth day of August, A. D. 1913.

John Jones (Signature of testator)

On this ninth day of August, A. D. 1913, the above named testator, John Jones, subscribed the foregoing instrument in our presence and declared the same to be his last will and testament, and we, at his request, and in his presence and in the presence of each other, have subscribed our names hereunto as witnesses.

(Signatures of witnesses) James Jameson residing at .....
Alfred Beamer residing at .....

The statute requires "two or more competent witnesses" to attest and subscribe. The last clause in the form of will above is the attestation clause. The attestation consists in the two or more witnesses, as Jameson and Beamer in the case of the will above, signing, that is, "subscribing," their names at the end of the will at the testator's request and in his presence. Jameson and Beamer in this instance should have seen Jones sign the will or he must have told them that the signature was his own.

COMPETENT WITNESSES

Where one who is to receive a legacy under the will is a witness to its execution, there should be two other witnesses who will receive none. Otherwise such a legacy is void.

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SHOULD ONE DRAW HIS OWN WILL?

Although the essentials of a valid will are neither many nor difficult of understanding, one not thoroughly learned in the law would be very unwise in drawing his own will, especially when adequate legal advice can be secured.

HOW WILLS ARE REVOKED OR CANCELED

A will is revoked by a later will or by some writing of the testator revoking it. Such a writing must be made in the same way as the original will. A will may also be revoked if "burnt, torn, canceled, obliterated, or destroyed" by the testator himself or by another person whom he has ordered so to do in his presence. The injury or destruction of a will after this manner must be proven by at least two witnesses. A will is revoked if, after it is made, the testator marries. Also, all provisions in favor of a spouse are revoked by divorce from that spouse.

STEPS IN ADMINISTERING AN ESTATE WHERE A WILL HAS BEEN MADE

At any time after the death of the maker of a will any person interested in the estate, be he named in the will or not, may petition the probate court of the proper county to have the will proved. The court files the petition and appoints a time and place for hearing the proofs of the will and provides that a notice of the hearing be published in a newspaper. At this hearing evidence may be brought forward to prove that the will before the court is or is not the valid last will and testament of the deceased. Effort is usually made to have the subscribing witnesses present at the hearing but, as their presence is frequently impossible, other witnesses may be admitted to prove the proper execution of the will by proving the handwriting of the testator

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and of the subscribing witnesses. Then the court allows or disallows the will.

EXECUTOR AND ADMINISTRATOR

John Jones, in the body of the will given near the opening of this chapter, provides that his son, Ralph Jones, shall be executor of his estate,—that is, that he is to have charge of the estate until final distribution according to the terms of the will. Frequently the testator does not name an executor, or the person named has died or refuses to accept the trust. Then the probate judge appoints an administrator, either the "spouse or next of kin or both, or some person selected by them." The executor or administrator must give bond in the amount the court directs, to insure faithful performance of the trust.

NOTICE TO CREDITORS

The executor or administrator then gives notice by publication for three weeks in a newspaper for all creditors to present their claims against the estate in writing. The judge of probate may allow from six months to a year for the presentation of these claims. They must be itemized and verified by affidavit.

INVENTORY AND APPRAISAL OF THE ESTATE

Within three months after his appointment the executor or administrator must make and return to the probate court an inventory and appraisal of all the property of the deceased. Appraisal is made by two or more disinterested persons appointed by the court for that purpose. The inventory contains the following classification of property: (1) real estate, (2) furniture and household goods, (3) wearing apparel and ornaments, (4) stock in banks and other

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corporations, (5) mortgages, bonds, and other written evidences of debt, (6) all other personal property.

SETTLEMENT OF THE ESTATE

The probate judge allows the executor or administrator a reasonable period, not to exceed eighteen months, in which to settle the estate. For good cause this period may be extended, but not to exceed one year at a time. In settling the estate the provisions of the will are followed, except as to setting aside the homestead dealt with below under "Descent of Property" and except where the will conflicts with the law as to distribution of personal property.

Children born after the will was made, without provision having been made for them in the will or otherwise, share in the estate just as if the father had died having made no will. The same is true of any other of his children or issue of deceased children not benefiting under the will, unless it is proved that the omission was intentional.

ADMINISTRATION OF THE ESTATE WHERE THE DECEASED HAS LEFT NO WILL

Had John Jones died "intestate," that is, leaving no will, the steps preparatory to settling up the estate would have been much the same as they have already been outlined in this chapter. After his death there would be, first, a petition by some person interested in the estate asking for the appointment of an administrator. Then would follow the published notice of the hearing to persons interested. The hearing having occurred, the court would appoint an administrator. Creditors would be notified, inventory and appraisal of all property would be made, and claims settled. Then would follow the final hearing and the estate would be divided according to law.

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DESCENT OF PROPERTY

The distribution of the estate of a person dying intestate is provided for under three classifications, (a) Homestead, (b) Other Real Property, (c) Personal Property.

(a) *The Homestead*

The homestead, defined elsewhere in this book, descends to the surviving spouse if there is no surviving child or issue of any deceased child. In the former case the surviving spouse takes an absolute title to the homestead. If there are both a spouse and child or children or issue of deceased children, the homestead descends to the spouse for the rest of his or her life. These rules apply to the descent of the homestead in spite of provisions in wills or other disposal made without the consent of the spouse. In other cases the homestead may be disposed of by will, and if not by will, it descends in the same manner as other real estate.

(b) *Other Real Estate*

All real estate other than the homestead descends as follows:

(1) All to the surviving spouse, if there are no children or issue of deceased children.

(2) One-third to the surviving spouse, if he or she has not consented to the disposition of such real estate in writing by will or otherwise, and the remainder equally divided between children and the issue of deceased children.

(3) If there is no surviving spouse, all the lands are divided equally between the children and issue of deceased children.

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(4) In the absence of spouse or issue, to the father and mother in equal shares. If but one of these survives then all to such survivor.

(5) If there are none of the above, in equal shares to brothers and sisters and lawful issue of deceased brothers and sisters.

(6) If the intestate leaves no issue, spouse, father or mother, or brother or sister, or living issue of brother or sister, to the "next of kin" (nearest relatives).

(7) If there is neither spouse nor kindred, all the property goes to the state.

(*c*) *Personal Property*

The widow is allowed all the wearing apparel of her deceased husband. Household furniture to the value of not more than five hundred dollars and other personal property in the same amount, in both cases her own selection, go to her. If there is no surviving widow, the same allowances go to the minor children, selection to be made for them by their guardian. The excess of personal property over these amounts is distributed in the following order: (1) payment of funeral expenses and costs of administering the estate, (2) payment of the debts of the estate, (3) one-third of the remainder to the widow, (4) the remaining two-thirds, or the whole, if there is no widow, to be distributed as in the case of the division of real estate as outlined under (*b*). These provisions for the division of the personal estate apply as well to a surviving husband as to a surviving wife.

POSTHUMOUS CHILDREN

In the descent of property a child born after the death of its parent is considered as living at the time of such death.

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GUARDIANS

Guardians for children under age are sometimes named in wills. Where this has not been done and where the court deems it advisable, it may appoint guardians for the children and the estate if the children are under fourteen. Children over fourteen may select their own guardians subject to the approval of the court.

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CHAPTER XX

CO-OPERATIVE ASSOCIATIONS

In recent years there has been a great development of co-operative organization among Minnesota farmers. Familiar examples of these co-operative enterprises are creameries, cheese factories, skimming stations, grain elevators, town mutual insurance companies, stores, threshing rigs, silage outfits, corn shellers, and stallions. The statute permits these co-operative associations to engage in "any lawful mercantile, manufacturing, or agricultural business." The organization and management of these associations is governed by statute and is the same for all except for the township mutual insurance company, which is discussed in a later chapter.

ORGANIZATION

Co-operative associations are financed by subscription for shares of stock. These shares are usually from one to one hundred dollars in face value. The entire capital stock of a creamery association may not exceed twenty-five thousand dollars, while other enterprises may sell stock in amount of one hundred thousand dollars. No less than seven persons may organize such an association and own its stock. No share may be issued for less than its par value and no member of the association is permitted to own stock whose par value is greater than one thousand dollars. The association may commence business as soon as twenty per cent of the capital stock has been subscribed and paid

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in. The association is forbidden to issue any certificate for shares before the full amount of those shares has been paid in. The certificate of incorporation of the association is filed in the office of the clerk of the town, village, or city in which the business is carried on. A majority of the incorporators must be residents of the county of its principal place of business. The duration of any such company shall not exceed twenty years, but this period may be extended by renewal.

MANAGEMENT

The officers of such an association are a president, a treasurer, and not less than three directors, and these are chosen annually by the stockholders. These officers act as a board of managers for the association. By-laws for the conduct of the association are made at its meetings and in these by-laws it may provide for any other officers. The certificate of incorporation may be amended at a stockholders' meeting upon ten days' notice.

PROFITS

The profits of the association are usually distributed as dividends in proportion to the amount of stock that each member holds. These dividends must be declared as often as once a year. Where for five successive years the board fails to declare a dividend, five or more stockholders by petition may apply to the district court to have the association dissolved.

REPORT TO DAIRY AND FOOD COMMISSION

Every creamery association, on or before December 30 of each year, must make a report to the State Dairy and Food Commission at the Capitol in St. Paul, giving the name of the corporation, its principal place of business, the loca-

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tion of the creamery, and the number of pounds of butter or other dairy products made by it during the year.

RECENT DEVELOPMENTS IN CO-OPERATION

In some communities of the state co-operative associations have in recent years been so organized that not only the stockholders but also their patrons share in the profits. In such associations the certificate of incorporation provides that the stock draw only a reasonable rate of interest,—6, 7, or 8 per cent—, and that beyond this and a small sum set aside for a sinking fund the profits are to be divided according to the patronage of the customers, whether or not they hold stock in the association. This plan has the advantage over the one in which the profits are divided among the shareholders only in that it encourages each patron to "boost" for the association,—it makes every patron a real friend of the enterprise. This movement in co-operation has brought into existence a few associations in which the nonstockholding patrons who do a specified amount of business with the association are not only given a share of the profits, but also have a vote in the business meetings.

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CHAPTER XXI

PROPERTY INSURANCE—The Minnesota Standard Policy

DEFINITIONS

The first thing to be noted about insurance is that it is a contract whereby one party agrees to make good the losses by mishap or otherwise of another party. The first party is called the *insurer* or *underwriter* and, as most of the insurers are corporations, they are usually referred to as "companies." The second party is called the *insured.* Since the contract, usually in writing, is called a *policy* and is in the hands of the insured, the second party is commonly known as the *policy-holder.* The amount paid by the insured for his protection is the *premium.*

THE MINNESOTA STANDARD POLICY

The form of contract or policy issued by companies doing business in Minnesota must follow certain definite requirements which are incorporated in the "Minnesota Standard Policy." Any company wilfully making, issuing, or delivering a policy violating the requirements of the Standard Policy is guilty of a gross misdemeanor, although every stipulation in such an illegal policy in favor of the insured will be binding upon the company.

OBLIGATIONS OF THE INSURED

There are some features of the Standard Policy, principally obligations upon the insured, which it is deemed advis-

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able to mention here. It is necessary to describe the property insured with some care. Some items are not included in the insured property unless specially mentioned. Among them are drafts, notes, accounts, evidences and securities of property of every kind, books, wearing apparel, money and jewels. The amount of loss made good by the underwriter may not include damage caused by an explosion of any kind unless fire follows the explosion and then for the loss by fire only. If any important fact or circumstance stated in writing is not fairly set forth by the insured, or if the insured makes any effort to defraud the company either before or after the loss, the policy is without effect. It is void as well if the insured takes any other insurance on the same property without the assent of the company or removes the property without its assent, or if, without such assent, the premises remain vacant for more than thirty days. Kerosene may be used for lighting purposes, and in dwelling houses kerosene stoves may be used for domestic purposes without voiding the policy. It is very common, also, to include in the policy a "gasoline permit," which allows the use of gasoline for domestic purposes and the storage of a limited amount for such use in a dwelling house or other building; but this clause is inserted at the pleasure of the company. If the insured uses gasoline, he should insist upon having the gasoline permit included in his policy. If the insured property is exposed to loss or damage by fire, the policy-holder is required to make all reasonable exertions to save it.

THE STATEMENT

When there is any loss or damage of insured property, the Standard Policy provides that the insured shall "forthwith," that is, within a reasonable time, render a statement

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to the company covering the following points: the value of the property insured except in the case of total loss on buildings, the interest of the insured therein, all other insurance on the property, the purposes for which and by whom the property was used, and the time and manner in which the fire originated, as far as known.

ADJUSTMENT

The company is required, according to the terms of the Standard Policy, to make payment for loss within sixty days after the statement is submitted. Where there is insurance by more than one company, each company pays its proportion of the loss. Whenever the underwriter and insured fail to agree as to the amount of the loss, the matter is referred to three referees, who are chosen in the following manner: the company and the insured each choose one from three persons named by the other, and the third is selected by the two so chosen. Suits against companies for the recovery of any claim must be brought within two years from the date the loss occurred.

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CHAPTER XXII

FARMERS' MUTUAL INSURANCE COMPANIES

TOWN MUTUAL INSURANCE COMPANIES

A common mode of insurance in some sections of Minnesota and in some other states is the Township Mutual Insurance Company. Township mutual insurance companies are co-operative insurance companies,—that is, insurance companies whose stockholders are the insured property owners themselves. These companies are not charitable nor benevolent schemes but are planned to protect the private interests of the subscribers. The State of Minnesota by statute permits the organization of these mutual or co-operative companies where not less than twenty-five persons residing in adjoining towns, "who shall collectively own property worth at least fifty thousand dollars, form themselves into a corporation for mutual insurance against loss or damage by fire or lightning." Township mutual companies are forbidden to operate in more than fifty towns at one time. The corporate existence shall not exceed thirty years, except that it may be renewed from time to time by a two-thirds vote of all members present at a regular meeting of the corporation.

CERTIFICATE OF INCORPORATION

Certificates of incorporation and the by-laws of the company are required to be filed with the State Insurance Commission. In drafting these it is advisable, though not

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required, to secure the services of a competent attorney. The certificate, which must be acknowledged before a proper officer, should specify the following:

(1) The name.
(2) Location of the principal office.
(3) General nature of the business.
(4) Territory where business is to be transacted.
(5) Who may become members.
(6) Source of corporation funds.
(7) Classes of property it is planned to insure.
(8) To what board its management will be given.
(9) The date of its annual meeting.
(10) The duration of the company's existence.

KINDS OF PROPERTY TO BE INSURED

These companies are given power to insure the following kinds of property: "dwellings and their contents, farm buildings and their contents, live stock, farm machinery, hay and grain in the bin or stack, churches, schoolhouses, society and town halls, country blacksmith shops and their contents, parsonages and their contents, and the barns and contents used in connection therewith, buttermakers' dwelling houses and contents, and barns used in connection therewith." Such companies are not permitted to insure property within the limits of any city or village except that located upon lands actually used for farming or gardening purposes. The insurance may be against loss by fire or lightning only, and policies may not be issued for terms to exceed five years.

HOW THESE COMPANIES ARE SUPPORTED

Township mutual insurance companies are supported by premiums and assessments. Premiums are paid before the

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policies are delivered to the insured. These premiums may not be sufficient to meet the needs of the company and, to provide for an emergency fund, the directors of the company may levy an assessment of not more than two mills on a dollar of all the insurance in force. Whenever any loss of insured property exceeds the cash funds of the company the directors have power to make assessment to cover the excess. Suit may be brought against any member of the company who refuses or neglects to pay an assessment regularly made.

ADJUSTMENT OF LOSSES

As soon as a member sustains a loss he notifies the secretary of the mutual company. Usually, when the claim is three hundred dollars or less, the loss is ascertained by the secretary or president, or both. If the claim is more than three hundred dollars, the directors of the company appoint a committee of three, of whom the secretary shall be one, to learn the amount of the loss. If the insured and the company can not agree as to the amount of the loss, the adjustment is left to three men not interested in the loss, the company and the policy-holder each selecting one, the third being selected by the two so chosen.

MUTUAL HAIL, TORNADO AND CYCLONE COMPANIES

Minnesota Statute also permits the organization of mutual companies for insurance against loss or damage by hail, cyclones, tornadoes and hurricanes. Before such a company may be organized there must have been subscribed on its books at least two hundred thousand dollars of this kind of insurance in not less than four hundred separate risks upon property located in not less than ten counties and upon not more than fifteen risks of one hundred sixty acres

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each in any one township. Furthermore, each subscriber must have paid in a membership fee of three dollars.

The following classes of property only may be insured in such a company: country churches and school houses, farm dwellings, barns and other buildings, hay, grain, and other farm products in these buildings or stored or growing on the premises, and live stock on the premises or running at large.

In its hail department no company is permitted to insure more than 3200 acres in any one township; there must be at least one-half mile between each risk, but risks may be taken on lands of not more than 320 acres in area where the land is all in one piece or in pieces touching at the boundaries. In this hail department a mutual company is required to collect a premium of not less than two and one-half per cent per year of the amount insured. Every policy-holder is also liable to assessment for all losses in a sum equal to this premium, but not more than five per cent of his insurance.

Mutual hail, tornado and cyclone companies are under the supervision of the State Insurance Commissioner, who may demand a report of any of them at any time, order an examination of their books, revoke their licenses to do business, or bring an action in the district court to wind up their affairs.

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CHAPTER XXIII

LIFE INSURANCE

WHAT IT IS

The life insurance contract differs from the property insurance contract principally in that in the former we say "If I die" instead of "If my barn burns." The purpose of life insurance in its earlier history was only that of protecting against want those dependent upon the insured in the event of his death. While that is still the prominent function of life insurance today, the development of the business during the last century has added others. A few of these are given in the following description of the more common kinds of life insurance.

Rates or premiums for life insurance depend upon the age of the applicant,—the older the insured, the higher the rate.

ORDINARY LIFE INSURANCE

"Ordinary" or "straight" life insurance is the original life insurance. The policy provides that the amount named will be paid by the company to the beneficiary, that is, the person in whose favor the policy is written, at the death of the insured. Payment of the premium is made regularly—usually every year—until the death of the insured.

LIMITED PAYMENT LIFE INSURANCE

Limited payment life insurance provides for the payment of the regular premium through a limited number of years, let us say, for example, twenty, but the protection

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runs not only through the period during which premiums are being paid, but until the death of the insured, whenever that may occur. Although the rates for limited payment insurance are higher than for ordinary insurance, it has a distinct advantage over that type of insurance in that a man may pay for the protection for the complete period of his life during his younger and more productive years, and he is not burdened with premium payments in later life.

TERM INSURANCE

Term life insurance policies give protection during a short period only and then expire. Naturally the rates on this type of insurance are very low as compared with the rates on other types. These policies generally grant the insured the privilege of renewing at advanced rates without medical examination, and also frequently give him opportunity to change from this kind of insurance to some other.

ENDOWMENT INSURANCE

Endowment insurance provides that the insured, after paying the premium for a given number of years, will receive a certain sum of money. If he should die before the end of that period, the amount of the policy will go to the beneficiary. Endowments are attractive to a large number of those seeking insurance. One reason for this popularity is, that the insured is protecting his children when they are at tender age and can not be self-supporting. They do not so much need the protection after approaching maturity. A second reason is, that endowment insurance is a convenient method of saving for old age. It is comforting to know that when one reaches the age of sixty, let us say, he will come into several thousand dollars by the expiration

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of an endowment policy. Again, endowment insurance is advocated as a good investment,—good because safe and because the premiums are accumulating interest. This rate of interest is not usually high, but the investment is free from the risk frequently attending investments where the rates of interest are much higher.

ANNUITY INSURANCE

There are so many variations of the above described types of insurance that it would be impossible to deal with them in the scope of this book. A few are merely mentioned here. There is, for instance, annuity insurance, which provides that, instead of the payment of the proceeds of the policy in a lump sum, payment be made in a fixed number of annual installments or by a continuous annual income during the lifetime of the beneficiary. A policy of this kind prevents the loss of the proceeds of the policy by unwise investment by the beneficiary. Endowment annuity insurance is similar to the annuity type just mentioned, except that the annual income installments are paid to the insured if he is still living at the date of the expiration of the policy, and, after his death, to the beneficiary.

INSURABLE INTEREST

Just as in property insurance the applicant must have an insurable interest in the property, so must the applicant for life insurance have an insurable interest in the life of the insured. Every person has an insurable interest in his own life. Every person has an insurable interest in the life of any person upon whom he depends for support, also in the life of any person in any way obligated to him for the payment of money. Husband and wife have insurable interests in the lives of each other. But a nephew has no insurable

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interest in an aunt upon whom he is not dependent wholly or in part. But if a person has an insurable interest at the date the policy is taken out, the policy is not affected in case the interest ceases. The policy may be assigned to anyone whether or not the new beneficiary has an insurable interest.

APPLICATIONS FOR INSURANCE

The application for life insurance and the policy combined make up the entire contract between the insured and the insurer. For this reason an authentic copy of the application is usually attached to the policy given the insured.

MINNESOTA POLICIES

In a law passed by the Minnesota Legislature in 1907, and later changed, six forms of standard policies covering the various types of life insurance are authorized. The act further provides that no other form of policy can be used unless it has previously been filed with the State Insurance Commissioner and approved by him. For the protection of patrons of life insurance companies, this act also sets forth provisions that must be contained in policies not following one of these six authorized forms. The gist of those provisions is here set down:

(1) A grace of one month is allowed for the payment of all premiums but the first, during which month the insurance is to continue in force. This over-due premium may, however, be subject to an interest charge during that month.

(2) In "participating" policies there shall be a provision that the insured shall share in the divisible surplus of the company, beginning not later than the end of the third policy year, and that the

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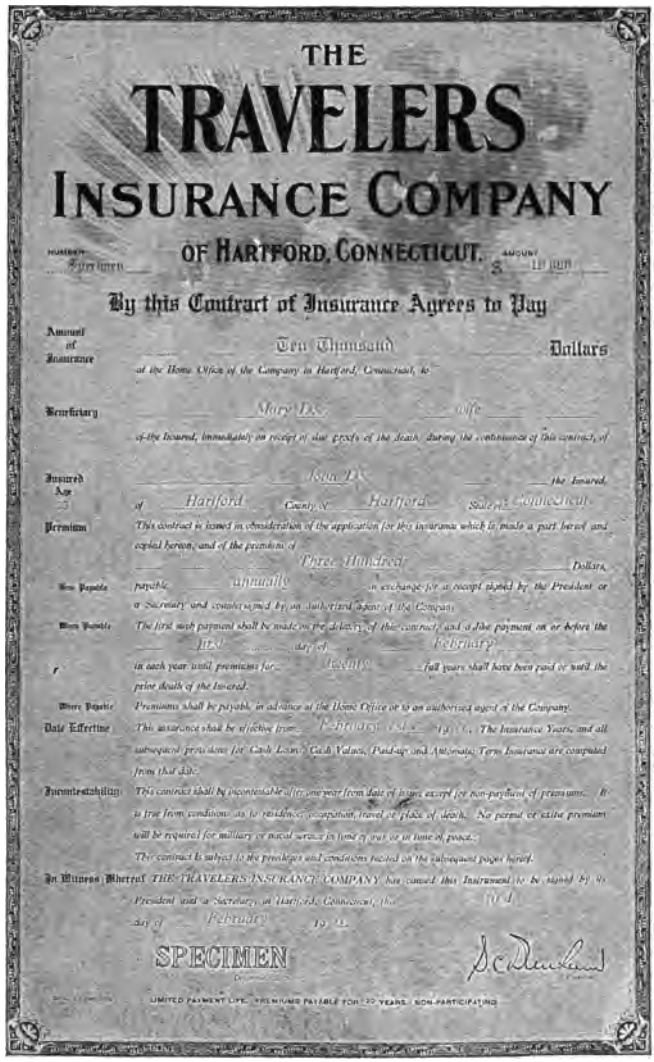

THE

TRAVELERS

INSURANCE COMPANY

OF HARTFORD, CONNECTICUT.

NUMBER Specimen AMOUNT $ 10 000

By this Contract of Insurance Agrees to Pay

Amount of Insurance — Ten Thousand Dollars

at the Home Office of the Company in Hartford, Connecticut, to

Beneficiary — Mary D.S. wife

of the Insured, immediately on receipt of due proofs of the death, during the continuance of this contract, of

Insured Age 35 — John D.S. the Insured,

of Hartford County of Hartford State of Connecticut

Premium — This contract is issued in consideration of the application for this insurance which is made a part hereof and copied hereon, and of the premium of

Three Hundred Dollars,

Now Payable — payable annually in exchange for a receipt signed by the President or a Secretary and countersigned by an authorized agent of the Company.

When Payable — The first such payment shall be made on the delivery of this contract, and a like payment on or before the first day of February in each year until premiums for twenty full years shall have been paid or until the prior death of the Insured.

Where Payable — Premiums shall be payable in advance at the Home Office or to an authorized agent of the Company.

Date Effective — This insurance shall be effective from February 1st 19[illegible]. The Insurance Years, and all subsequent provisions for Cash Loans, Cash Values, Paid-up and Automatic Term Insurance are computed from that date.

Incontestability — This contract shall be incontestable after one year from date of issue, except for non-payment of premiums. It is free from conditions as to residence, occupation, travel or place of death. No permit or extra premium will be required for military or naval service in time of war or in time of peace.

This contract is subject to the privileges and conditions recited on the subsequent pages hereof.

In Witness Whereof THE TRAVELERS INSURANCE COMPANY has caused this Instrument to be signed by its President and a Secretary, in Hartford, Connecticut, this [illegible] day of February 19[illegible].

SPECIMEN

S. C. Dunham

LIMITED PAYMENT LIFE. PREMIUMS PAYABLE FOR 20 YEARS. NON-PARTICIPATING

FIG. 10. SPECIMEN LIFE INSURANCE POLICY. (First Page.)

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owner of the policy shall have the right each year after the fifth to have the current dividend paid in cash. The owner is also given other choices as to what is to be done with the dividend.

(3) The policy shall be incontestable after two years from its date except for failure to pay premiums. Hence, suicide would not avoid the policy except within two years from the date it was drawn.

(4) All statements made by the insured shall, in the absence of fraud, be considered representations and not warranties. Only where such statements are contained in the application for insurance and this application is attached to the policy as a part of the contract and where the statements are "wilfully false or intentionally misleading" is it possible for them to affect the validity of the policy.

(5) If the age of the insured is understated, the policy is not avoided, but the amount payable to the beneficiary will be as much as the premium which has been regularly paid would have purchased at the correct age of the insured.

(6) At any time after three full years' premiums have been paid, the insured has the privilege of obtaining from the company a loan upon the policy. To obtain such a loan the insured must assign his policy to the company and pay a specified rate of interest. In practice this rate has usually been six per cent. No other security than the policy is to be required. The amount of the largest loan that can be made on the policy is to be given in a table of loan values included in the insurance contract. Failure to pay such loan or interest

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can not avoid the policy. Term insurance policies are not required to contain this provision.

(7) When the insured has failed to make payment of the premium at any time after premiums have been paid for three years, the company must grant to the owner of the policy a stipulated type of insurance, the value of which is regulated by a table included in the insurance contract. This provision must also state that the policy may be surrendered to the company within one month from the date of failure to pay the regular premium "for a specified cash value at least equal to the insurance aforesaid." This value is commonly termed the "cash surrender value." This requirement is not made of policies for term insurance of twenty years or less.

(8) Provision as to time of payment of the proceeds of the policy must be either "upon the receipt of due proof of death" or "not more than two months after the receipt of such proof."

(9) The title on the face and on the back of the policy must correctly describe it.

OTHER IMPORTANT LIFE INSURANCE REGULATIONS

The agent has no power to change the terms of a policy.

Rates, premiums, dividends, and benefits of any kind must be the same for all persons of the same class, that is, of the same age, occupation, etc., and for the same type of insurance. Nor shall there be any unequal treatment on account of race. Upon request, the company must furnish reasons for rejecting an application for insurance.

Insurance companies are forbidden to issue or circulate

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any false statements as to their policy, its benefits, or the dividends or shares of surplus to be received under it.

Every person insured in a mutual company having its home office in this state shall be a member of the company, with one vote and another vote additional for each one thousand dollars of insurance he carries in the company. Such a company is required to make an annual division of the surplus to members whose policies have been in force three years or more.

The beneficiary may be changed where the right to change has been reserved or in the event of the death of the beneficiary by filing a written notice of the change at the home office of the company. Where the beneficiary is still living, this change should have his consent. If the beneficiary dies before the insured and no new beneficiary has been named, the proceeds of the policy will be paid to the estate of the insured.

FRATERNAL INSURANCE

During the last half-century fraternal society or assessment insurance has become common. One might term this co-operative life insurance. In order to meet the obligations arising because of death among the members, assessments are made upon all members. If assessments are not paid the policy is forfeited. It has been found a universal rule with these organizations that, as the society and its members grow old, deaths occur more frequently, causing higher or more frequent assessments. These increased costs discourage many members and they withdraw, thereby making the assessments still heavier upon those that remain. The fraternal features of these associations are worthy of some consideration, and while they are young they furnish a very cheap form of protection. They

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can not be made permanent, business-like organizations until their rates of insurance are made approximately as high as those of "old line" life insurance companies. These organizations are now somewhat under the control of and receive their licenses from the State Insurance Commissioner.

CASUALTY INSURANCE

Casualty or accident insurance provides indemnity for "loss of life, sight or limb." Indemnity for losses of this kind is paid in lump sums, the amount depending upon the seriousness of the disability For example, the writer has before him a policy that provides an indemnity of six hundred dollars for "loss of life, both feet, both hands," etc., and but three hundred dollars for the loss of either hand or either foot, and two hundred for the loss of the entire sight of one eye. Most of these casualty policies also contain provisions for indemnity during illness of the insured. The payment of indemnity in case of illness is customarily by a definite weekly stipend. Casualty insurance is also subject to partial regulation by the state.

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CHAPTER XXIV

NOTES, CHECKS, AND DRAFTS

NOTES

The more common kinds of commercial paper are notes, checks, and drafts.

When a farmer or other person wishes to make the purchase, let us say, of seed grain or of a farm implement, but has not the ready money to pay for it, he may secure what he wants by giving his *note*. A note is simply an unconditional promise in writing to pay to a certain person a definite amount of money at some specified future time. The one who makes the promise signs the note, and is called its *maker*. The person to whom he promises payment is the *payee*.

Frequently where the payee so desires, another person, as "surety," signs the note with the maker. In such cases this additional signer becomes liable if the original debtor does not meet his obligations.

In our state a note or other obligation may bear no greater rate of interest than ten per cent. Where interest is to be paid but no rate has been fixed, it is understood to be six per cent.

CHECKS

Instead of keeping about their homes or persons any considerable sums of money, most people make a practice of depositing such money in the banks. When they wish to make payment to any other person of a part or all of the

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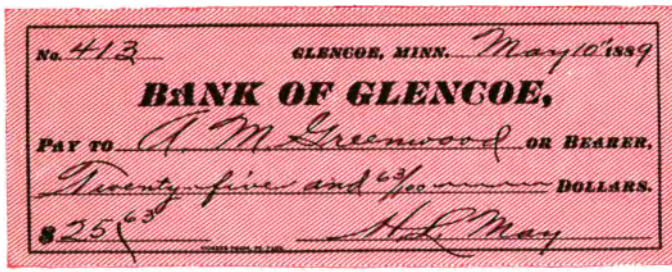
amount deposited, they write out an order on the bank directing it to make payment to this other person. This order is known as a *check*. The person ordering payment is called the *drawer*, the bank addressed is the *drawee*, and the person to whom the money is paid is the *payee*.


No. 412 GLENCOE, MINN. May 10 1889

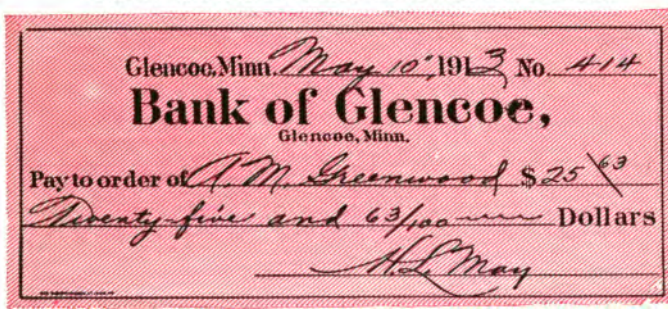
BANK OF GLENCOE,

PAY TO A. M. Greenwood OR BEARER,

Twenty-five and 63/100 DOLLARS.

$25 63 H. L. May

FIG. 11. CHECK PAYABLE TO PAYEE OR BEARER.


Glencoe, Minn. May 10, 1913 No. 414

Bank of Glencoe,

Glencoe, Minn.

Pay to order of A. M. Greenwood $25 63

Twenty-five and 63/100 Dollars

H. L. May

FIG. 12. CHECK PAYABLE TO THE ORDER OF PAYEE.

It is a good rule to present checks at the bank upon which they are drawn as soon as possible after you receive them. Unless checks are dated ahead, the law requires that they be presented to the bank for payment "within a reasonable time," which is, in most cases, within a day after they are issued. Otherwise the drawer is freed from liability on them.

The bank on which the check is drawn is not liable to

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the payee or other holder unless and until it accepts or certifies the check.

It is rather common practice to draw up checks to the payee "or order," or "to the order of" payee, rather than to the payee "or bearer." This is done because, in receiving payment, the payee must endorse the check, and this indorsement makes the check serve the purpose of a reciept.

"Overdrawing" an account at a bank is writing out checks upon the bank when the maker, or drawer, has not enough funds on deposit or to his credit in the bank for their payment. When it is proved that the person drawing the checks drew them with the intention of defrauding, knowing at the time that he was overdrawing, he is guilty of a gross misdemeanor and is subject to a fine of not more than $1000 or to a prison term of not more than one year, or both.

DRAFTS

As it is an unwise act to send any considerable amount of money in coin or paper to distant points by mail, the wise

FIG. 13. BANK DRAFT.

avail themselves of one of two methods in sending money: (1) the post office or express money order and (2) the bank draft. As its name implies, the draft is obtainable at

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banks. It is an order by the bank at which it is obtained to another banking institution to pay the amount named in the instrument to a third person. The parties to the draft are the same as in the case of the check.

NEGOTIABILITY

Nearly all the instruments that come under the three classes described are drawn up to some payee "or order," "or bearer," or "to the order of" the payee. These words give power to transfer ownership of the instrument, or, as it is usually expressed, make the instrument negotiable, if it also has these characteristics: (1) it must be in writing and signed by the maker or drawer; (2) it must be payable on demand or at some fixed date or at some date that can be determined; (3) it must contain a definite promise or order to pay a certain sum of money. The negotiability is not affected by the omission of the date of making or of the statement "for value received" or any statement that value has been given. But an instrument is not negotiable if it is made payable after the happening of some future event, such as when a person named in the note will become of age. As death is sure to happen, a note made payable after death is negotiable.

INDORSEMENT

If the holder of a negotiable note desires to use the money before it becomes due, he may sell the instrument to some one else. Instruments containing the words "or bearer" may be transferred by delivery only,—that is, without indorsement. Where the words "or order" are used, the paper should be indorsed to be transferred. Indorsement means the signature of the payee on the back of the paper. "Blank" indorsement is the signature of the payee and

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nothing else. An instrument so indorsed is payable to bearer. A special indorsement, or "indorsement in full," includes this signature and an order to pay to some definite person named in the indorsement. "Pay to the order of John Jones, (signed) O. F. Miller," is a special indorsement.

Indorsement must be of the entire instrument and indorsement of a part only is not considered a transfer of

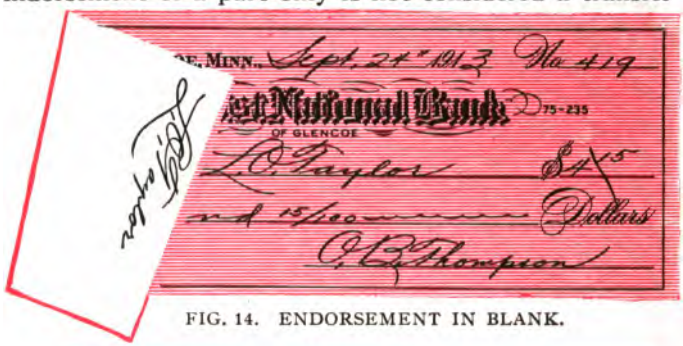

FIG. 14. ENDORSEMENT IN BLANK.

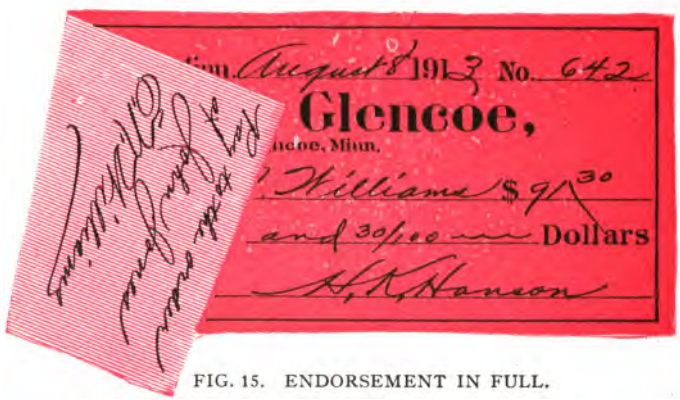

FIG. 15. ENDORSEMENT IN FULL.

the instrument. Where an instrument is payable to the order of two or more persons who are not partners, all must indorse, unless the one indorsing has been given power to indorse for the others. If the name of the person who must

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indorse is incorrectly given or misspelled, he indorses the instrument with the name as there given. If he think fit, he may also add his correct signature.

THE INDORSERS' LIABILITY

Whenever a person indorses a negotiable instrument he signifies two things: (1) he gives his consent to its transfer and (2) he contracts with all future owners of the instrument to be responsible for payment if the original debtor or any earlier indorser does not meet his obligation. The indorser really "backs" the instrument. In order to make

FIG. 16. QUALIFIED ENDORSEMENT.

an indorser responsible, prompt demand of payment should be made of the original debtor. An endorser who wishes to be free from liability may indorse as follows: "Pay to the order of John Jones without recourse to me, (signed) O. F. Miller." This is called a qualified indorsement.

DATE OF MATURITY

Days of grace have been abolished by statute in Minnesota. When the day of maturity falls on Sunday or a holiday the instrument is payable on the next business day.

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Instruments which fall due on Saturday must be presented for payment on the next business day, except that those payable on demand may be presented before noon on Saturday when that entire day is not a holiday. In reck-

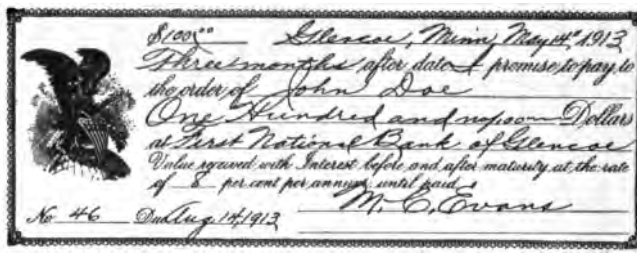
$100.00 Glencoe, Minn. May 14th 1913
Three months after date I promise to pay to
the order of John Doe
One Hundred and no/100 Dollars
at First National Bank of Glencoe
Value received with Interest before and after maturity at the rate
of 8 per cent per annum until paid.
No. 46 Due Aug. 14, 1913 M. C. Evans

FIG. 17. PROMISSORY NOTE WITHOUT SURETY.

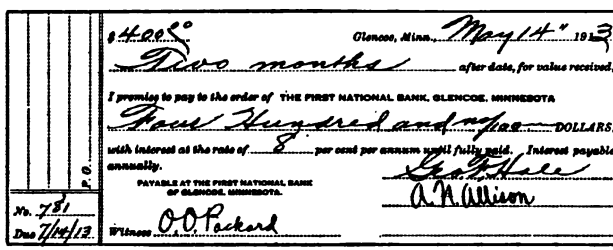
$400.00 Glencoe, Minn. May 14" 1913
Two months after date, for value received,
I promise to pay to the order of THE FIRST NATIONAL BANK, GLENCOE, MINNESOTA
Four Hundred and no/100 DOLLARS,
with interest at the rate of 8 per cent per annum until fully paid. Interest payable annually.
PAYABLE AT THE FIRST NATIONAL BANK OF GLENCOE, MINNESOTA.
Geo. Lee
A. M. Allison
No. 781
Due 7/14/13
Witness O. O. Packard

FIG. 18. 'PROMISSORY NOTE WITH SURETY.

oning time in instruments not payable on demand the day from which the time begins is not counted, but the day of payment is counted.

AMBIGUOUS INSTRUMENTS

When the amount expressed in words in an instrument is not the same as the amount put down in figures, the amount named in the words is considered the correct amount to be paid. If the words are uncertain, the figures

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may be referred to for fixing the amount. If there is a disagreement between the written and printed parts of the note, the written parts prevail. If a note does not state the date from which the interest is to run, it runs from the date of the note.

FORGED PAPER

By "forged paper" is meant falsely made, counterfeited, or altered paper when made or altered with the intention of defrauding. The more common types of forgery are imitating signatures and raising the sums of instruments. Forgery of this kind is forgery in the first degree and is punishable by imprisonment in the state prison for not more than twenty years. Forged paper has no validity even in the hands of a holder in good faith. Whoever purchases it or pays it suffers the loss.

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CHAPTER XXV

COMMISSION MERCHANTS

A commission merchant is a person to whom farm produce, such as cattle, hay, poultry, etc., is shipped for the purpose of sale. He receives his pay from commissions taken from the proceeds of the sale. His duty is to sell the produce entrusted to him at the best possible price he can secure, and his accounts are required to be open to the examination of those who consign goods to him. The shipper is known as the *consignor* and the commission merchant the *consignee.*

Commission merchants are required by Minnesota statute to obtain licenses from the State Railroad and Warehouse Commission at the Capitol in St. Paul and to file a bond to the state with the Secretary of State. The bond is drawn up for the benefit of those who consign produce to the commission merchant.

Whenever a commission merchant sells any grain he must render to the consignor within twenty-four hours of the date of sale a true statement in writing, giving the amount sold, price received, name and address of purchaser, and the day, hour, and minute of sale. He must also send a statement covering all charges and expenses. When a consignor of produce other than grain, after demand, has received no remittance or report, he may complain to the Railroad and Warehouse Commission, who shall investigate the matter. In such an investigation all information, books, records, and memoranda must be open to

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the commission for inspection. If an account for such produce remains unpaid, complaint may be filed by the consignor with the commission and he may bring an action upon the bond of the commission merchant. The license of the commission merchant violating the law may be cancelled by the commission if the facts warrant it, and the commission may refuse to renew the license for one year. Furthermore, any commission merchant defrauding a consignor in any way is guilty of larceny, and may be punished for that offence through the action of the courts.

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CHAPTER XXVI

AUCTIONS AND AUCTIONEERS

In our state, auctions and auctioneers are regulated to some extent by law.

Auctioneers, to ply their trade anywhere in the state, must obtain a license from the county board or the county auditor. The license fee for one year is ten dollars. The auctioneer must also give bond of not less than one thousand dollars and not more than three thousand dollars. The amount of the bond is fixed and the sureties approved by the county treasurer.

The auctioneer is required to keep a correct account of all property he sells. This account should include the person from whom the property was received, the person to whom it was sold, and the price. He may receive no goods from any person whom he knows to be a minor. To any person injured by such acceptance of goods he forfeits a sum not to exceed two hundred dollars.

The statute makes it a misdemeanor for any person not licensed as an auctioneer to sell property at auction. Sales made by sheriffs, constables, etc., in carrying out the duties of their offices are not, of course, violations of the law.

In the chapter on contracts it was stated that under the statute of frauds auction sales of personal property where the purchase price is greater than fifty dollars are valid without further writing than is necessary to take proper entries in the salesbook.

It is not commonly understood that if the auctioneer or

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the owner of property about to be put up at auction arranges with some person to bid on the property without intending to purchase it, he is guilty of fraud against those who are bidding in good faith. The contract is void, since the purpose is to defraud an innocent third person. The last named may rightly return the property struck off to him and demand the return of the purchase price.

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CHAPTER XXVII

COMMON CARRIERS

Common carriers are such persons or corporations as undertake to carry freight or passengers for hire. Railroads are familiar examples of common carriers. As farmers are frequent patrons of railroad companies, a brief chapter bearing on common carriers and our state regulation of them will not be out of place here.

BILL OF LADING

When a man makes shipment of freight he receives what is known as a *bill of lading*. This is a combination of receipt and contract,—a receipt for goods left with the railroad company to be transported, as well as a contract to carry the goods safely to their destination. This bill of lading as receipt and contract is signed by the agent of the railroad company and is, therefore, binding upon the company.

LIABILITY

This pledge of safe delivery also makes the common carrier the insurer of goods during transportation. Even though the bill of lading may provide specifically that "all goods are shipped at the owner's risk," the carrier is liable for damages to goods, except when the loss is caused by (1) a public enemy, (2) an Act of God, (3) public authority, (4) nature of the goods, or (5) the shipper himself. An illustration of a public enemy is a strike; an Act of God might be a flood; public authority might seize infected cattle and

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destroy them to protect the public health; and a carrier could not be held liable for the decay of fruit which was already over-ripe when shipped in a refrigerator car properly iced.

COMPLAINT TO RAILROAD AND WAREHOUSE COMMISSION

In Minnesota, the Railroad and Warehouse Commission has general supervision over these common carriers. It is made up of three commissioners elected by the people for a term of six years. All grievances against common carriers are brought before it in the following manner:

(1) Complaint is made before the commission by the aggrieved person.

(2) The commission, if reasonable grounds for complaint appear, orders the carrier to grant relief or show cause within twenty days.

(3) If the matter is not adjusted, a hearing is held. After the hearing the commission issues its orders or makes recommendation.

The complaints may, among other things, bear upon unreasonable or excessive rates, as well as upon any other grievances that may arise.

CARS

To obtain cars at a station on a railroad a shipper of any kind of freight makes written application to the agent of the railroad. The carrier is then required to furnish the cars asked for within forty-eight hours or less at terminal points on the railroad and within seventy-two hours at intermediate points. For failure to do as here described the carrier must forfeit to the person making application one dollar per day for each car it fails to furnish, besides all damages the applicant sustains. Within twenty-four hours

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of receipt of notice that cars have been loaded by the shipper, the carrier must forward them toward their destination. Failure to do so is punished as in the case of failure to provide cars. The shipper is given forty-eight hours to load cars furnished him, and for every twenty-four hours or fraction thereof of delay beyond forty-eight hours the shipper must pay a demurrage charge of one dollar. For unloading cars the consignee is allowed seventy-two hours for soft coal, bulk lime, fruit, vegetables, or lumber shipments, and forty-eight hours for other shipments. For delay in unloading, the consignee pays demurrage charges as in the case of the shipper's delay in loading. The railroad company must give notice to consignees within twenty-four hours after arrival of cars. In all of the above cases Sundays and legal holidays are excepted.

SHIPPING LIVE STOCK

Railroad companies are required to transport all live stock with "proper speed." The Railroad and Warehouse Commission may not set that speed at less than twelve miles per hour. This rule applies only to shipments wholly within the state.

Common carriers receiving car-load shipments of live stock are required by statute to furnish transportation for persons to care for such stock,—one person for the first car-load, and one for each four additional cars.

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CHAPTER XXVIII

MISCELLANEOUS

REPLEVIN

Replevin is an action brought to again obtain possession of personal property that has been wrongfully taken or is wrongfully withheld. By giving bond, the person making the complaint may have the property taken from the person wrongfully holding it and have it kept in the care of the proper officer until the question of the right to possession is settled in the court. Actions of this kind must be commenced within six years after the taking or wrongful holding of the property.

ATTACHMENT

A writ of attachment is an order to the sheriff or other officer to take some certain property of the defendant and hold it as security for a judgment which may be obtained. This writ is used mostly in cases where the debtor absconds, hides himself, has contracted the debt dishonestly, or where he lives outside the state and has goods within the state and is dishonestly avoiding payment of the debt. The writ is obtained from the clerk of court by the plaintiff after the latter has made affidavit that one or more of the above named causes or similar causes for action exist. The plaintiff must also give a bond of at least $250 to guarantee the payment of all costs if judgment should be given for the defendant. The writ orders the sheriff at once to attach and safely keep the defendant's property

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that he finds in the county or so much of it as will meet the claim and costs.

GARNISHMENT

By garnishment proceedings a person owing money to the defendant may be brought into court and by its action ordered to pay the money into its charge and not to the defendant. Garnishment is often used to force a third party owing wages to the defendant to pay a part of them to the court or to keep same to satisfy any judgment the plaintiff may obtain in the court. The third party is known as the *garnishee.*

INJUNCTION

The writ of injunction is an order of the court compelling some certain person to refrain from doing some particular thing. It is issued when it appears to the court that the doing of that thing will work harm to the plaintiff. An injunction may also be granted where the defendant threatens or is about to remove or dispose of his property, intending thereby to cheat the plaintiff. The injunction prevents the doing of the particular thing while awaiting the final action of the judge or court.

LIBEL AND SLANDER

Libel is "every malicious publication by writing, printing, picture, effigy, sign, or otherwise than by mere speech, which shall expose any living person, or the memory of one deceased, to hatred, contempt, ridicule, or obloquy, or which shall cause or tend to cause any person to be shunned or avoided, or which shall have the tendency to injure any person in his business or occupation." Slander is doing the same thing in speech only. For instance, Jones may say that

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Brown removed the clothing from a dead man and stole them for himself. We will say that the statement is false. Jones is guilty of slander. If he had written the statement or caused it to be printed, it would have been libel. To sustain the charge of publication of libel, Brown would need to prove that Beamer or some other person saw the written or printed statement. Every publication of this kind would be considered malicious if it could not be proved or no excuse could be shown for it. But Jones would be justified if the statement was true and was published with good motives.

It is not libel to publish a fair and true report of any official proceeding as of a legislature or a court, or of any statement or speech that is a part of the same, unless it be proved that malice prompted the report.

Those who publish libelous statements are guilty of a misdemeanor and are also subject to suit for damages. Those who threaten to publish such statements are guilty of a gross misdemeanor.

Action for libel or slander must be begun within two years from the date the statement was made.

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CHAPTER XXIX

THE FARMER AND THE LAWYER

This book has not been written to serve the farmer as a substitute for the lawyer. No book or library of books can serve that purpose. The lawyer's profession exists because there is need for him. In these chapters as occasion has arisen the reader has been advised, when he is considering any important legal move where a seemingly unimportant mistake may have dire consequences, to secure the services of a competent attorney. Of course, no farmer—or other person not learned in the law—should make a purchase of real estate, draw a will, enter into any contract of real significance, or do any other similar act of equal moment, without the advice of an attorney. And there are many other occasions, needless to mention here, when the farmer should have the advice of a lawyer.

Granted the need for lawyers, what should be the attitude of the farmer toward his attorney?

After a client has asked the advice of his attorney and obtained it, *he should follow that advice.* Failure to follow such advice too frequently ends in disaster, and the attorney is too commonly charged with the disaster.

Too many people ask the lawyer to help them do what their own best judgment tells them they should not do, endeavoring by the lawyer's assistance to salve their consciences for actions they cannot themselves completely justify. If judgment and conscience dictate a certain line of action, no "lawing" can make another line just, even

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though the courts so decide. Winning a lawsuit unfortunately does not always signify the triumph of the right.

Among the most disagreeable and at the same time most pitiable people in the world are those who are constantly involved in some petty litigation, always having a meatless legal bone to pick. With some of these people "lawing" almost becomes a mania. They are not happy unless they have some cause or other in the courts. Well-meaning lawyers avoid them. They alienate the few friends they have and fall heir to the wholesome disrespect of all with whom they come in contact. A full recognition of the fact that there are two sides to every question will prevent the formation of this habit and the desire to go to law over trivial differences.

Then there are those who are not fully frank with lawyers whose assistance they are asking,—who state only a part of the circumstances that bring them to him, or relate those circumstances in distorted form, keeping under cover what their attorney should know in order to give his best help. Some one who once keenly experienced the disaster that such indirection brings said that there are at least three persons with whom one must be absolutely honest at all times,—one's physician, one's lawyer, and oneself.

To go to your lawyer in all important legal matters and to follow his advice after it is given you, to be honest with him, to refrain from asking him to help you do what your judgment tells you should not be done, to recall that there are two sides to every question, to remember that right does not universally triumph when disputes are settled in court, and to avoid litigation over trivial matters,—these are the finger-posts that should guide the farmer—or any other person—in his attitude toward the legal profession.

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1917 SUPPLEMENT

RECENT LEGISLATIVE CHANGES AND ADDITIONS

This chapter contains brief statements of such amendments of and additions to the statutes by the General Assembly of 1915 as are considered to be of such importance as to need to be called to the attention of the readers of this manual. The chapters of the manual and the section headings, with page references, are given in each case to make it possible for the reader to get at the significance of the changes with little loss of time.

CHAPTER VII—FARM PRODUCTS

COMMERCIAL FERTILIZERS (Page 34)

The State Legislature in 1915 enacted a statute relating to the sale, inspection, and labeling of commercial fertilizers. The most important provisions of this statute are as follows:

(1) It is required that all packages of commercial fertilizers, the price of which exceeds five dollars per ton, sold or offered for sale within the state, must have affixed to them in a conspicuous place on the exterior a plainly printed certificate naming the materials of which the fertilizer is made, the number of pounds in the package sold, the name or trademark under which the article is sold, the name of the manufacturer and the place of manufacture, as well as a chemical analysis stating the minimum percentage of available nitrogen, potassium soluble in water, and of phosphorus both in its available and in its insoluble forms.

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(2) Before any person, firm, or corporation is permitted to sell any fertilizer within the state, a certified copy of the certificate just described must be filled with the state dairy and food commissioner. Furthermore, a license fee of ten dollars must be paid to this officer on or before May 1 of each year for each brand of fertilizer sold or offered for sale in the state.

(3) The state dairy and food commissioner is authorized to take, for purposes of analysis, a sample not exceeding two pounds in weight of any lot or package of commercial fertilizer.

(4) Each offense in selling or in offering or exposing for sale in the state any commercial fertilizer without complying with the provisions of the law as stated, or any use of an analysis that is false as to constituents, or any interference with the dairy and food commissioner or his assistants in discharging his duties as set forth, is punishable by a fine of not less than twenty-five dollars and not more than one hundred dollars.

CHAPTER XI—FARM ANIMALS

DISEASED ANIMALS (Pages 48-49)

Foot-and-mouth disease has been included with tuberculosis and glanders in the statute relating to the suppression of dangerous and infectious diseases of animals. The meaning of this statute is given on page 49 of this manual.

HOG CHOLERA SERUM (Page 50)

The statute relating to hog cholera serum, referred to on page 50 of this manual, was repealed and a new law enacted of which the following statements contain the most significant points:

(1) The serum manufactured at the state plant shall be sold, as near as may be, at actual cost to any citizen who

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is a resident of this state. The selling price is to be stated on the package.

(2) In case of need the serum plant is authorized to purchase hog cholera serum, vaccine, "or other biological products" which are considered reliable and sell them at about cost in the same manner as stated for the serum manufactured in the state plant.

(3) Provision is made for the establishment in each county of one or more distributing centers where serum, vaccine, and other biological products will be for sale.

(4) Any person may administer the serum to his own hogs, but no person except licensed veterinarians or others authorized to do so by the Live Stock Sanitary Board may administer serum to hogs other than his own.

(5) No persons except those authorized by the Live Stock Sanitary Board may administer hog cholera virus.

CHAPTER XII—FARM BOUNDARIES—ROADS ABUTTING ON THE FARM, LINE AND LEGAL FENCES

ROADS ABUTTING ON THE FARM (Pages 55-56)

The right to order when trees or hedges on roads shall be cut down is no longer limited to town boards, as stated on page 55, but is now within the power of both town boards as to town and county roads and of the county board as to state roads.

County boards are now required to build culverts for owners of abutting lands when, on account of grading a road under county authority, a culvert is necessary for a suitable approach from the highway to the driveway leading from abutting land.

LEGAL FENCES (Pages 57-58)

The characteristics of legal fences are now as follows, the material appearing under this head on pages 57-58 being no longer applicable:

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(a) Fences consisting of not less than 32-inch woven wire and two barbed wires firmly fastened to well set posts not more than a rod apart, with the first barbed wire above and not more than 4 inches from the woven wire and the second barbed wire above and not more than 8 inches from the first wire.

(b) Fences consisting of not less than 40-inch woven wire and one barbed wire firmly fastened to well set posts not more than a rod apart, with the barbed wire above and not more than 4 inches from the woven wire.

(c) Fences consisting of not less than 48-inch woven wire firmly fastened to well set posts.

(d) Fences consisting of not less than four barbed wires with at least forty barbs to the rod, the wires firmly fastened to posts not more than a rod apart, the top wire to be not more than 48 inches high and the bottom wire not less than 12 nor more than 16 inches from the ground.

(e) Fences consisting of rails, timbers, wires, boards, stone walls, or any combination of these, or of streams, lakes, ditches, or hedges which shall be considered by the fence viewers as equivalent to any of the fences already described here.

LINE FENCES (Pages 58-59)

The law bearing on "line" or partition fences, a digest of which appears on pages 58-59, now stands essentially as there given except (a) that line fences are to be maintained if one or both owners desire his or their lands to be partially or wholly fenced, and (b) that the remaining provisions of the law have been extended to apply to the building of new fences and are no longer limited in application to the repair or rebuilding of those already in existence.

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CHAPTER XIV—ROADS—THEIR ESTABLISHMENT AND MAINTENANCE

STATE AID FOR STATE ROADS (Pages 65-66)

Up to twenty-five per cent of the allotment of aid for a county may now be spent upon both county and town roads and is not limited to expenditure upon county roads only.

The last sentence of the middle paragraph on page 66 should be changed to read: In counties with less than five million of assessed valuation this proportion must not be less than 80 per cent nor more than 90 per cent; five million and less than ten million, not less than 70 per cent nor more than 85 per cent; ten million and less than fifteen million, not less than 60 per cent nor more than 80 per cent; all other counties, not less than 50 per cent nor more than 75 per cent.

COUNTY ROADS (Page 67)

The county commissioners in all counties are now vested with power to constitute and declare any public highway or road in their county outside of the corporate limits of villages and cities county roads.

THE COUNTY COMMISSIONERS AND ROADS IN UNORGANIZED TERRITORY (Page 67)

County boards may now in their discretion levy annually a tax of not more than 15 mills for road and bridge purposes on all real and personal property in any territory not organized for township purposes. The funds so raised are to be expended under the direction of the county board for the construction, improvement, maintenance, and repair of roads and bridges in the unorganized territory so taxed.

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ESTABLISHING, ALTERING, OR VACATING ROADS IN MORE THAN ONE TOWN (Pages 67-68)

The first sentence of the last paragraph on page 67 should now read as follows: To establish, alter, or vacate any road or roads connecting with each other and running into more than one town, or on a line between two or more towns in the same county, or wholly within a town when such road constitutes a direct connecting link with two or more roads in the towns adjoining the town in which such road is, (1) twenty-four freeholders petition the county board for such action.

TOWN BOARDS AND TOWN ROADS (Pages 69-70)

An amendment makes the last sentence in the section on Town Boards and Town Roads no longer applicable.

THE TOWN ROAD OVERSEER (Page 70)

The Legislature has made possible a return to the older practice of having more than one road district in a town. The number of districts, not to exceed four, is to be determined by the voters at the annual town meeting, but the division into districts is left to the town board.

CARTWAYS (Page 73)

Town boards are authorized to expend road or bridge funds upon legally established cartways, the same as on town roads, if, in their judgment, public interest requires it.

DRAINAGE OF ROADS (Page 74)

The first sentence in the paragraph headed "Drainage of Town Roads" (page 74) applies as well to the district road overseer as to the town overseer.

The authority to drain roads defined in the paragraph just mentioned has been granted to county boards as to state roads.

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BRIDGES (Page 76)

The law relating to letting contracts for bridges, the contract price of which is more than five hundred dollars, now requires that the publication of the advertisement for bids must be made at least ten days and not more than thirty days before the time fixed for receiving bids and letting the contract and shall state the time and place of receiving bids and awarding the contract. Moreover, at least three weeks before the time fixed for receiving bids the county auditor, in the case of a county contract, or the town clerk, in the case of the town, is required to mail a copy of the notice to the Highway Commission. The Commission is to keep such notices on file for inspection of any person interested and from time to time publish printed lists of all such notices.

CHAPTER XVI—TAXES

THE TAX RATE IN MILLS (Page 85)

The county treasurer is required to have printed, stamped, or written on the back of all current tax receipts a statement showing the number of mills of the current tax apportioned to the state, county, city, village, town, or school district.

CHAPTER XVII—SCHOOLS

SETTING OFF LAND TO AN ADJOINING DISTRICT (Page 89)

An amendment to the law on setting off land to an adjoining school district gives to any person or school officer of any school district aggrieved by the action of the county board in carrying out the provisions of this law the right of appeal to the district court.

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SPECIAL STATE AID TO RURAL SCHOOLS (Pages 91-92)

The paragraph under the head of "Special State Aid to Rural Schools" should read as follows: Rural schools in session at least eight months shall receive aid from the annual school fund in the amount of $150 for each teacher holding a first class certificate and those in session at least seven months shall receive $100 for each teacher holding a second class certificate.

ASSOCIATION (Pages 92-93)

The duties of the superintendent or principal of the central school in the matter of courses of study are now as follows: "He shall prepare suitable courses of study in agriculture and in such other industrial courses as may properly be taught in the associated rural schools."

Association may be effected at any annual or special meeting of the rural school district seeking such relation and under rules of the state high school board, but association may not be considered effected until the central district and the state high school board have given their approval.

The members of the various school boards of the associated school districts and the members of the school board of the central district constitute a board to be known as "The Associated School Board of————of————." Among the duties of this associated board is that of submitting to a vote of the various associated rural districts the question of levying a tax in the associated rural districts to assist in the erection of an agricultural and industrial building in connection with the central school, and the levy and collection of a tax for this purpose. The board may also submit to the several rural districts the question of levying a tax, not in excess of two mills, in

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such districts to assist the central district in maintaining the industrial courses. But before any tax, either for building or maintenance, is levied, it must be voted for and approved by each of the rural districts so associating with a central district.

Tuition for children enrolled in industrial departments of state high, graded, or consolidated rural schools which have been designated by the state high school board to maintain such departments and where the residence districts of such children do not furnish courses of instruction in industrial studies is now a charge against the state.

The vote requisite for withdrawal of a rural district from the associated relationship has been changed from two thirds to a majority. The year of notice to the central district of intention to vote upon the question of withdrawal is no longer required.

CONSOLIDATION (Pages 93-95)

The plat of a proposed consolidated district submitted to the superintendent of education for his approval, modification, or rejection must include, as well as the items mentioned on pages 93-94, the assessed valuation of the property of the district and such other "information as may be of essential value."

The county board of education has been given authority to consolidate with any district maintaining a high, graded, or semigraded school any portion of an unorganized school district or other district governed by the county board of education, if such consolidation is approved by the district maintaining such high, graded, or semigraded school.

To receive state aid as a consolidated district, a district must contain not less than twelve sections, except that when any consolidated district having an area of but

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ten sections has a valuation of $200,000 and not exceeding $1,000,000 and has within its borders an incorporated village it shall have the privileges of a consolidated school district. Consolidated districts are classified as A and B. Schools of class A must be in session at least eight months in the year, be well organized, have suitable schoolhouses with necessary rooms and equipment, and have at least four departments. Schools of class B must have at least two departments. Schools of class A receive annually $500 aid; those of class B, $250. In addition, each school may receive annually the amount reasonably expended for the transportation of pupils, not to exceed $2,000. Aid in the construction of buildings shall be given equal to twenty-five per cent of the cost of such buildings, but aid for this purpose may not exceed a total of $2,000.

CHAPTER XVIII—ELECTIONS—PRIMARY AND GENERAL

PRESIDENTIAL PREFERENCE PRIMARY ELECTIONS

(Pages 96-97)

Several changes were made in the presidential preference primary law. Each candidate for delegate must by affidavit specify his choice of the names filed with the secretary of state as candidate for president, and the ballots are to be so printed as to indicate this expressed choice of each candidate for delegate. The ballots are to be printed in such a manner as to permit the voter to express his choice for the office of vice-president. The candidate for delegate who receives the largest number of votes shall be elected delegate, and at once, upon notification of his election, by an instrument filed in the office of the secretary of state, appoint an alternate who is required to accept the appointment in writing and who, in his acceptance, declares his choice for president, which choice must be the same as that of the delegate appointing him.

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THE STATE-WIDE PRIMARY ELECTION (Page 98)

The state-wide primary election takes place the third Monday and no longer the third Tuesday in June.

CHAPTER XIX—WILLS AND ADMINISTRATION

SETTLEMENT OF AN ESTATE (Page 107)

Children born after the will was made, without provision having been made for them in the will or otherwise, share in the estate just as if the father had died having made no will, unless it appears that such omission was intentional.

CHAPTER XXII—FARMERS' MUTUAL INSURANCE COMPANIES

TOWN MUTUAL INSURANCE COMPANIES (Page 117)

Where a town mutual insurance company limits its operations to one county, it may transact business over the entire county, if it so provides in its certificate of incorporation.

KINDS OF PROPERTY TO BE INSURED IN TOWNSHIP MUTUAL INSURANCE COMPANIES (Page 118)

The lists of kinds of property insurable in township mutual insurance companies is at present as follows: "Dwellings and their contents, farm buildings and their contents, live stock, farm machinery, automobiles, country store buildings, threshing machines, farm produce anywhere on the premises, churches, schoolhouses, society and town halls, country blacksmith shops and their contents, parsonages and their contents, and the barns and contents used in connection therewith, buttermakers' dwelling houses and contents, and barns and contents used in connection therewith."

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MUTUAL HAIL, TORNADO, AND CYCLONE COMPANIES
(Pages 119-120)

The legislation of 1915 restated the list of the kinds of property insurable in mutual hail and cyclone insurance companies as follows: "Country churches and school houses, farm dwellings, barns, and other buildings, and hay, grain, and other farm products therein, or stored or growing on the premises, bedding, wearing apparel, printed books, pictures and frames, household furniture, family stores and provisions while therein or in the cellar beneath, farm implements, vehicles, and machinery on or off the premises, threshing machines or live stock thereon or running at large."

CHAPTER XXVIII—MISCELLANEOUS

SLANDER (Pages 146-147)

Slander has been defined by recent legislation as follows: "Every person who, in the presence and hearing of another, other than the person slandered, whether he be present or not, shall speak of or concerning any person any false or defamatory words or language which shall injure or impair the reputation of such person for virtue or chastity or which shall expose him to hatred, contempt or ridicule, shall be guilty of a misdemeanor. Every slander herein mentioned shall be deemed malicious if no justification therefore be shown and shall be justified when the language charged as slanderous, false or defamatory was true and was spoken with good motives and for justifiable ends."

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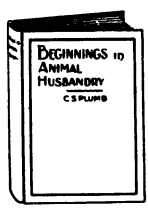

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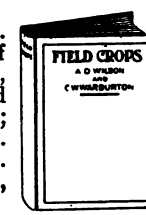

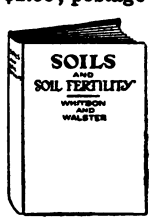

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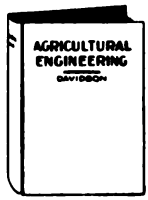

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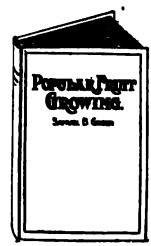

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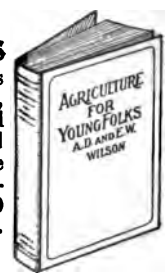

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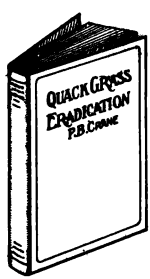

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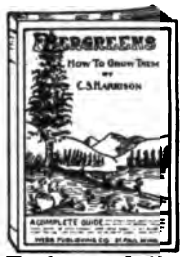

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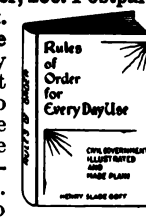

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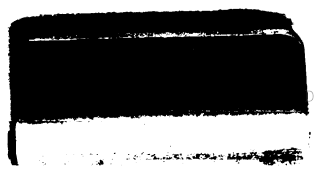

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